

HIGHLAND COMMUNITY COLLEGE
District #519

AGENDA

Board of Trustees Meeting
August 16, 2022 – 4:00 p.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois

Public access to the meeting is provided online via
<https://highland.zoom.us/j/88320472535?pwd=SmdzVjE3cDRVenFiaFBYRm5sV2VlOT09>
or by phone at 312-626-6799 using meeting ID 883 2047 2535 and Passcode 643643

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes: June 8, 2022 Board Retreat
 June 28, 2022 Regular Meeting
- V. Public Comments
- VI. Introductions
- VII. Budget Report
- VIII. Foundation Report
- IX. Consent Items
 - A. Academic
 - 1. Curriculum & Instruction Committee Report (Page 1)
 - 2. Authorization to Enter into Dual Credit Agreements with CareerTEC, Jo Daviess Carroll CTE Academy, and Area High Schools for the 2022 – 2023 Academic Year (Page 4)
 - B. Administration (None)
 - C. Personnel
 - 1. Part-time Instructors, Overload, and Other Assignments (Page 5)
 - D. Financial (None)
- X. Main Motions
 - A. Academic (None)
 - B. Administration
 - 1. New Agriculture Building (Page 9)
 - C. Personnel
 - 1. Appointment: Physics and Engineering Instructor (Page 10)
 - 2. Appointment: Coordinator, Student Support Services (Page 11)

Mission

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

3. New Job Descriptions: Student Success Coach (Grant Funded); Student Success Coach; Revised Job Description/Job Title: Coordinator, Testing Center (Page 12)
4. Revised Job Description/Job Title: Technical Coordinator, Fine Arts/ Technical Theatre Director (Page 22)

D. Financial

1. Service Order with Stratus Networks, Inc. for Dedicated Internet Access (Page 25)
2. Interfund Transfer from the Educational Fund to the Auxiliary Enterprises Fund to Support Expenses in Excess of Revenues in the Auxiliary Enterprises Fund (Page 29)
3. Interfund Transfer from the Educational Fund to the Restricted Purposes Fund to Support the Adult Education Program (Page 30)
4. Interfund Transfer from Operations and Maintenance Fund to Operations and Maintenance, Restricted Fund to Support Future Campus Deferred Maintenance, Repairs, or Improvements (Page 31)
5. Resolution Authorizing Transfer of Interest from Working Cash Fund to Educational Fund for General Purposes (Page 32)
6. Resolution Authorizing Entry into a Joint Cooperative Purchasing Agreement with the Equalis Cooperative Purchase Group (Page 35)
7. Resolution Authorizing and Providing for the Issue of Not to Exceed \$7,600,000 General Obligation Debt Certificates (Limited Tax) for the Purpose of Renovating, Repairing and Equipping District Facilities, Authorizing and Providing for an Installment Purchase Agreement for the Purpose of Paying the Cost of Purchasing Real or Personal Property, or Both, and Authorizing the Sale of Said Certificates to the Purchaser Thereof (Page 41)
8. Tentative Budget for Fiscal Year 2023 (Page 80)
9. Payment of Bills and Agency Fund Report – June 2022 (Page 103)
10. Payment of Bills and Agency Fund Report – July 2022 (Page 105)

XI. Reports

- A. Treasurer's Report: Comparison of Budget with End-of-Year Projections (Page 107)
- B. Student Trustee
- C. Shared Governance *(included in President's administrative report)*
- D. ONE Highland *(included in President's administrative report)*
- E. Audit and Finance Committee
- F. Illinois Community College Trustees Association (ICCTA) Representative
- G. Association of Community College Trustees (ACCT)
- H. Board Chair
- I. Administration *(included in administrative reports)*
- J. Strategic Plan *(included in Strategic Planning report)*

XII. CLOSED SESSION

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

XIII. ACTION, IF NECESSARY

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body
 - 1. Resolution Regarding Number of Classified Staff (Handout)
- B. Collective Negotiating Matters

XIV. Old Business

XV. New Business

- A. Alternative Transportation Grant for Bike-Hike Trail

XVI. Dates of Importance

- A. Next Quarterly Board Retreat – September 14, 2022 at 8:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- B. Budget Work Session – September 27, 2022 at 3:00 p.m. in the Robert J. Rimington Board Room (H-228)
- C. Next Regular Board Meeting – September 27, 2022 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)

XVII. Adjournment

**AGENDA ITEM #IX-A-1
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

CURRICULUM & INSTRUCTION COMMITTEE REPORT

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached report of the course and curriculum changes for the July 1, 2021, through June 30, 2022, period.

BACKGROUND: The annual report of the Curriculum and Instruction Committee is presented each July for Board of Trustee approval of the course and curriculum changes. In this FY22 report there were:

<u>FY22</u>	<u>FY21</u>
13 course additions	4 course additions
13 course changes	31 course changes
4 curriculum changes	11 curriculum changes
2 curriculum additions	1 curriculum addition
1 course withdrawal	13 course withdrawals
<u>FY20</u>	<u>FY19</u>
4 course additions	32 course additions
9 course changes	49 course changes
2 curriculum changes	12 curriculum changes
4 curriculum additions	7 curriculum addition
7 course withdrawals	4 course withdrawals
	7 curriculum withdrawals

BOARD ACTION: _____

Curriculum & Instruction Committee

FY22

Course Changes

MATH132 Applied Practical Math – changed prerequisite to: Grade of C or better in MATH070, MATH075 or MATH067, or placement via math placement exam. Effective for Fall 2022 semester.

Approved by C&I 11/21

NURS126 Administrative Procedures in Health Care – added prerequisites of NURS188 & NURS117 and updated course description **Approved by C&I 12/21**

POL253 International Relations – added prerequisite to reflect the same as other POL courses.

Approved by C&I 12/21

EDUC224 Introduction to Special Education – changed title to The Exceptional Individual and updated course description. **Approved by ICCB 1/22**

ART110 Introduction to Art I – changed title to Introduction to Art. **Approved by ICCB 1/22**

DRAF106 Drafting Fundamentals I – changed PCS code from transfer (1.1) to Occupational (1.2)

Approved by ICCB 2/22

MATH096 Supplementary College Algebra – changed prerequisite to MATH067 **Approved by C&I 2/22**

MATH058 Pre-Algebra I – removed prerequisite of MATH055 **Approved by C&I 2/22**

AUTM115 Standard Transmissions & Final Drives – changed from 4 credits, 1 lecture, 6 lab to 3 credits, 1 lecture, 5 lab **Approved by ICCB 3/22**

AUTM120 Fundamentals of Engines – changed from 3 credits, 1 lecture, 3 lab to 2 credits, 1 lecture, 3 lab and changed to non-variable **Approved by ICCB 3/22**

NURS103 Pharmacology – changed from 2 credits, 1 lecture, 2 lab to 3 credits, 2 lecture, 2 lab **Approved by ICCB 3/22**

INFT191 Introduction to Programming – reactivated for fall, changed prerequisite to INFT180 **Approved by ICCB 4/22**

NURS126 Admin Procedures in Health Care – changed from 5 credits, 3 lecture, 4 lab to 6 credits, 3 lecture, 6 lab **Approved by ICCB 4/22**

New Courses

MCOM210 Film History I – 3 credits, 3 lecture **Approved by ICCB 1/22**

MCOM215 Film History II – 3 credits, 3 lecture **Approved by ICCB 1/22**

MATH084 Supplemental Statistics – 2 credits, 2 lecture **Approved by ICCB 2/22**

AGOC134 Introduction to Cannabis – 3 credits, 3 lecture **Approved by ICCB 3/22**

AGOC135 Cannabis Production/Processing – 3 credit, 3 lecture **Approved by ICCB 3/22**

HIST125 World Civilizations I – 3 credits, 3 lecture **Approved by ICCB 3/22**

HIST126 World Civilizations II – 3 credits, 3 lecture **Approved by ICCB 3/22**

ENGL231 Intro to Children's Literature – 3 credits, 3 lecture **Approved by ICCB 3/22**

ENGL232 Ethnic Literature from the U.S. – 3 credits, 3 lecture **Approved by ICCB 3/22**

INFT181 Intro to Computer Applications – 3 credits, 3 lecture **Approved by ICCB 4/22**

SOCI200 Intro to Social Work – 3 credits, 3 lecture **Approved by ICCB 5/22**

MATH082 Supplementary Applied Practical Math – 2 credits, 2 lecture **Approved by ICCB 5/22**

HUMA120 Media Literacy – 3 credits, 3 lecture **Approved by ICCB 6/22**

Course Withdrawals

MATH055 Basic Math – Approved by ICCB 2/22

Curriculum Changes

Horticulture Certificate – course line up updated, effective for fall 2022. Total credit hours did not change. Approved by C&I 3/22

Automotive Mechanics AAS – course line up updated; was 68 total hours, now 66 total hours Approved by ICCB 4/22

Automotive Service Level I certificate – course line up updated; was 28 total hours, now 26 total hours Approved by ICCB 4/22

Medical Assistant Certificate – course line up updated; was 40 total hours, now 43 total hours Approved by ICCB 4/22

Curriculum Additions

Cannabis Studies Certificate – 30 credits Approved by ICCB 6/22

Honeywell CNC Machinist Certificate – 33 credits Approved by ICCB 6/22

**AGENDA ITEM #IX-A-2
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUTHORIZATION TO ENTER INTO DUAL CREDIT AGREEMENTS
WITH CAREERTEC, JO DAVIESS CARROLL CTE ACADEMY, AND
AREA HIGH SCHOOLS FOR THE 2022 – 2023 ACADEMIC YEAR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes the College President and Board Chair to enter into dual credit agreements for the 2022 – 2023 academic year. The agreements may include, but are not limited to, the following educational institutions: CareerTEC, Jo Daviess Carroll CTE Academy, district high schools including Dakota, East Dubuque, Eastland, Forrestville Valley, Freeport, Galena, Orangeville, Oregon, Pearl City, Scales Mound, Warren, and West Carroll, and out-of-district high schools including Belvidere, Belvidere North, Byron, Hinckley-Big Rock, North Boone, Pecatonica, and Stillman Valley.

BACKGROUND: The dual credit agreements represent the ongoing relationship and partnership between Highland Community College and CareerTEC, Jo Daviess Carroll CTE Academy, and in- and out-of-district high schools. Through these agreements, we are able to provide a mechanism that allows high school students to enroll in specific classes at their high school, career center, or Highland Community College and simultaneously earn high school and college credit, as approved by each local district. These agreements conform with the guidelines and directive of the Illinois Community College Board.

BOARD ACTION: _____

**AGENDA ITEM #IX-C-1
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

PART-TIME INSTRUCTORS, OVERLOAD, AND OTHER ASSIGNMENTS

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

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

BOARD ACTION: _____

Summer 2022				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Nursing/Allied Health								
Amanda	Lessman	1117	NURS109HBX	BNA Lab		2.85	\$1,320.43	\$3,763.23
Shelly	Morgan	1156	NURS109BHX	BNA Lab		2.85	\$1,320.43	\$3,763.23
Lifelong Learning								
Amy	Goldberg	7074	PERS035CCC	Basics of Bridge				\$200.00
Jeremy	Monigold	1261	PERS011ACC	Pics on My Phone-Now What?				\$50.00
Kathy	Heid	1255	PERS036ECC	Walk and Stretch				\$540.00
Business/Technology								
Tasha	Marini		Cosmetology Lab - P/T Instructor			TBD	\$25.73	TBD
Ashley	Harms		Curriculum Development/ECE Grant					\$600.00
Ashley	Harms	1208	ECE205Y1	Intro to Infant/Toddler Care		3.95	\$568.00	\$2,243.60
Thomas	Harrison	1076	BUSN125HB	Math of Business		3	\$515.00	\$1,545.00
Thomas	Harrison	1117	SPTP170TC	Shop Math		2	\$515.00	\$1,030.00
Kristin	Piper	1192	ITHC205HBN	Adv. Med Coding		2.9	\$490.00	\$1,421.00
Scott	Anderson	1291	OCED290F	Work Pl Exp - Equine		2	\$660.22	\$132.04*
Jennifer	Alderman	1045	ACCT213Y2	Financial Accounting		4	\$1,320.43	\$1,584.52*
Amy	Chamberlin		Cosmetology Classes			5	\$1,320.43	\$6,602.15
Justin	Ebert	1067	AGOC291HB	Plant Pest ID/Control		3	\$1,320.43	\$2,574.84*
Justin	Ebert	1066	OCED290A	Work Pl Exp-AG		4	\$1,320.43	\$4,225.38*
Joe	Grove	1068	BUSN121Y2	Intro to Business		3	\$1,320.43	\$3,961.29
Joe	Grove	1069	ECON111Y2	Principles of Econ I		3	\$1,320.43	\$3,565.16*
Joe	Grove	1070	ECON112Y2	Principles of Econ II		3	\$1,320.43	\$3,961.29
Jeremy	Monigold	1073	BUSN141HB	Business Communications		3	\$1,320.43	\$2,772.90*
Jeremy	Monigold	1071	INFT140Y1	Beg Excel		1	\$1,320.43	\$528.17*
Jeremy	Monigold	1072	INFT180Y1	Intro to Information Systems		3	\$1,320.43	\$3,961.29
Monica	Pierce	1063	AGRI184Y1	Intro to Ag Economics		4	\$1,320.43	\$2,112.69*
Aaron	Sargent	1116	DRAF110TC	Print Rdg/Inspection		2.9	\$1,320.43	\$3,829.25
Aaron	Sargent	1075	OCED290C	Work Pl Exp-MTEC		4	\$1,320.43	\$1,584.52*
Todd	Vacek	1113	WELD130TC	Intro to Welding		3.9	\$1,320.43	\$5,149.68
Todd	Vacek	1114	WELD232TC	Int Welding/Fabrication		3.9	\$1,320.43	\$5,149.68
Science/Math								
David	Esch	1231	PHYS140Y1	Survey of Physics		0.6	\$1,320.43	\$792.18*
David	Esch	1232	PHYS140Y1X	Survey of Physics Lab		0.38	\$1,320.43	\$501.76*
Ellen	McGinnis		MAC Lab	1st 8 weeks		2	\$515.00	\$860.05*
Ellen	McGinnis		MAC Lab	1st 8 weeks		2	\$515.00	\$1,030.00
Ellen	McGinnis		MAC Lab	2nd 8 weeks		2	\$515.00	\$860.05*
Ellen	McGinnis		MAC Lab	2nd 8 weeks		2	\$515.00	\$1,030.00
Steve	Curran	1203	NSCI232Y1X	Fund of Meteorology Lab		1.9	\$1,320.43	\$1,756.18*
Steve	Curran	1202	NSCI232Y1	Fund of Meteorology		3	\$1,320.43	\$3,961.29
Marty	Hillberg	1121	MATH166VM	College Algebra		4	\$1,320.43	\$5,281.72
Marty	Hillberg	1120	MATH134VM	Statistics		4	\$1,320.43	\$5,281.72
John	Sullivan	1119	CHEM120Y1X	Elem Gen Chem Lab		1.9	\$1,320.43	\$2,508.82
John	Sullivan	1118	CHEM120Y1	Elem Gen Chem		3	\$1,320.43	\$3,961.29
Athletics								
Luke	Norman	1021	PHYD221Y1	Physical Fitness II		2	\$563.00	\$1,126.00
Luke	Norman	1018	PHYS121Y1	Physical Fitness I		1.8	\$563.00	\$1,013.40
Pete	Norman	1022	PHYD227Y1	Sports Officiating		3	\$660.22	\$1,980.66

FIRST	LAST	CRN	SUBJECT	COURSE TITLE	CLOCK HRS	CREDIT HRS	RATE	TOTAL SALARY
Pete	Norman	1019	PHYD135Y1	Games in Elem Ed		2	\$660.22	\$1,320.44
Pete	Norman	1017	PHYD115Y1	Intro to Recreation		3	\$660.22	\$1,980.66
Success Center								
Elizabeth	Niesman	1013	LIBS199HBB	FYES - Summer Bridge		2	\$573.00	\$1,146.00
Elizabeth	Niesman	1012	LIBS199VMA	FYES		2	\$573.00	\$1,146.00
Elizabeth	Niesman	1014	LIBS199Y1A	FYES		2	\$573.00	\$1,146.00
Elizabeth	Niesman	1247	LIBS199Y1B	FYES		2	\$573.00	\$1,146.00
Vicki	Schulz	1015	LIBS199HBA	FYES - Exploratory		2	\$660.22	\$1,320.44
Vicki	Schulz	1221	LIBS199HBC	FYES - Exploratory		2	\$660.22	\$1,320.44
HSS/FA								
LeNie	Adolphson	1112	HIST143Y1	US History I		3	\$568.00	\$1,704.00
Colette	Binger	1034	PSY262HB	Human Growth/Dev		3	\$573.00	\$1,719.00
Harry	Bodell	1035	SPCH191Y1A	Fund of Speech Comm		3	\$1,320.43	\$3,961.29
Harry	Bodell	1036	SPCH191Y1B	Fund of Speech Comm		3	\$1,320.43	\$3,961.29
Harry	Bodell	1037	SPCH191Y1C	Fund of Speech Comm		3	\$1,320.43	\$3,961.29
Thompson	Brandt	1008	HUMA104VM	Intro to Humanities		3	\$660.22	\$1,980.66
Thompson	Brandt	1007	MUS268Y1	Music of the USA		3	\$660.22	\$1,980.66
Laura	Early	1158	HUMA104Y1A	Intro to Humanities		3	\$1,320.43	\$3,961.29
Laura	Early	1159	HUMA104Y1B	Intro to Humanities		3	\$1,320.43	\$3,961.29
Sam	Fiorenza	1004	ENGL122Y1	Rhet & Comp II		3	\$1,320.43	\$3,961.29
Sam	Fiorenza	1251	ENGL122Y1B	Rhet & Comp II		3	\$1,320.43	\$3,961.29
Sam	Fiorenza		Writing Center			1	\$1,320.43	\$1,320.43
Randy	Halderman		Applied Music Coordination			1	\$1,320.43	\$132.04*
Julie	Hartman-Linck	1033	SOCI171Y1	Intro to Sociology		3	\$1,320.43	\$3,961.29
Chelsea	Martinez	1030	PSY161Y1	Intro to Psych		3	\$1,320.43	\$3,961.29
Chelsea	Martinez		Faculty Senate Release Time			1	\$1,320.43	\$1,320.43
Tracy	Mays		Writing Center			3	\$1,320.43	\$3,961.29
Kay	Ostberg		Special Projects Related to Diversity/Equity/Inclusion			3	\$1,320.43	\$3,961.29
Kay	Ostberg		Special Projects Related to Diversity/Equity/Inclusion			2.35	\$1,320.43	\$3,103.01
Jami	Spencer	1003	LTRE097Y1	Rdg, Writing, Reasoning		4	\$1,320.43	\$5,281.72
Jami	Spencer		Writing Center			2	\$1,320.43	\$2,640.86
Heldl	Spotts- Manthey	1005	MUS267Y1	Intro to Music		3	\$573.00	\$1,719.00
Loretta	Swanson	1002	ART110Y1	Intro to Art		3	\$573.00	\$1,719.00
Donna	Tufariello	1162	ENGL121Y1	Rhet & Comp I		3	\$1,320.43	\$3,961.29
Syed	Uddin-Ahmed	1038	HIST142Y1	Western Civ		3	\$1,320.43	\$3,961.29
Syed	Uddin-Ahmed	1039	POL152Y1	Am Govern & Politics		3	\$1,320.43	\$3,961.29
Nadia	Wirchnianski	1102	MUS211A	Applied Music Major				\$400.00
James	Yeager	1042	MCOM150Y1	Intro to Film		3	\$1,320.43	\$3,961.29
James	Yeager	1041	SPCH191Y1D	Fund of Speech Comm		3	\$1,320.43	\$3,961.29
James	Yeager	1277	INST200HB	Photojournalism		1	\$1,320.43	\$132.04*
James	Yeager		Coordinator of Mass Communications			3	\$1,320.43	\$3,961.29
* pro rated based on enrollment								

FIRST	LAST	CRN	SUBJECT	COURSE TITLE	CLOCK HRS	CREDIT HRS	RATE	TOTAL SALARY
Miscellaneous								
Michael	Skwara			Academic Technology Resources Vacancy Interim Plan				\$8,547.39
Evan	Talbert	1001	SPCH295JXX	Leadership Forum		3	\$1,320.43	\$3,961.29
Aaron	Sargent		WFD048A/B	Print Reading - Honeywell				\$1,400.00
Other Assignments								
Nicholas	St Ores			Filled in for assistant baseball coach in middle of season				\$ 875.00
Monica	Coon			Worked 6 games at the Softball Region tournament				\$ 150.00
Rhonda	Arends			Business Institute Instructor				\$ 2,533.00
Linda	Foat			Labor for Chamber Singers, Royal Scots, Children's Choir and shop cleaning				\$ 1,040.00
Brian	Nissen			Bass for Royal Scots performance				\$ 250.00
Malasia	Jordan			Health and Wellness summer sessions with Upward Bound students				\$ 400.00
Domminick	Alber			Basketball Camp 6/13-6/16/22 - Worked 8 sessions				\$ 200.00
Oliver	Arndt			Basketball Camp 6/13-6/16/22 - Worked 7 sessions				\$ 175.00
Kellen	Henze			Basketball Camp 6/13-6/16/22 - Worked 6 sessions				\$ 150.00
Keigan	Powe			Basketball Camp 6/13-6/16/22 - Worked 5 sessions				\$ 125.00
Edward	Austin Jr			Official for 3 games at WBB Summer Shootout				\$ 105.00
Troy	Grove			Official for 3 games at WBB Summer Shootout				\$ 105.00
Michael	Huenefeld			Official for 6 games at WBB Summer Shootout				\$ 210.00
John	Reed			Official for 7 games at WBB Summer Shootout				\$ 245.00
Lawrence	Seiple			Official for 3 games at WBB Summer Shootout				\$ 105.00
Katherine	Johnson			Basketball Camp 6/13-6/16/22 - Worked 8 sessions				\$ 200.00
Chandra	Williamson			Health and Wellness summer sessions with Upward Bound students				\$ 400.00
Takesha	Brooks			Health and Wellness summer sessions with Upward Bound students 7/5 & 7/7				\$ 400.00
Kody	Grove			Official for 2 games at Highland Shootout on 6/22/22				\$ 70.00

**AGENDA ITEM #X-B-1
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

NEW AGRICULTURE BUILDING

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves moving forward with plans for construction of a new Agriculture building on the property located at 22 North Van Brocklyn Road, Freeport, IL 61032, which was recently donated to the College.

BACKGROUND: A recent donation of property to the College has allowed the College to begin planning for the construction of a new Agriculture building to be used by the College's Agriculture program. The College has received a grant in the amount of \$150,000 for the building project and is working to secure the remaining funds to begin construction of the new building. Bids for the project will be presented to trustees for approval through the normal Board approval process prior to moving forward with construction of the new facility.

BOARD ACTION: _____

**AGENDA ITEM #X-C-1
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
PHYSICS AND ENGINEERING INSTRUCTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Dr. Ghaneshwar Gautam as full-time, tenure track Physics and Engineering Instructor in the Natural Science and Mathematics division beginning August 18, 2022, at an FY23 salary of \$98,932 (based on Ph.D., 11 years' experience), plus appropriate fringe benefits. This is a full-time faculty position and is within the FY23 budget.

BACKGROUND: Dr. Gautam comes to us from Fort Peck Community College in Poplar, Montana, where he was a Physics/Engineering/Mathematics Instructor and Research Scientist from 2017-2022. Undergraduate courses that Dr. Gautam has taught at Fort Peck Community College include PHSX 105 Fundamentals of Physical Science, PHSX 220 & 222 Physics I & II, EGEN 101 Engineering Calculations & Problem Solving, and EELE 201 Circuit I for Engineering. Dr. Gautam has also served on multiple different Summer Research Projects, including a Water Quality research project during summer 2018 and a Robotics research project during summer 2019. Prior to his role at Fort Peck Community College, Dr. Gautam held Graduate Research Assistant positions at the University of Tennessee Space Institute, the University of Tennessee – Knoxville, and the University of Minnesota – Duluth. Dr. Gautam previously taught calculus based and introductory physics courses on topics such as mechanics, heat, optics, thermodynamics, electrostatics, and modern physics in Kathmandu, Nepal.

In August of 2017, Dr. Gautam earned a Doctor of Philosophy in Physics from the University of Tennessee – Knoxville. He previously earned a Master of Science degree in Physics from University of Minnesota – Duluth, as well as a Master of Science in Physics and a Bachelor of Science in Physics from Tribhuvan University in Kathmandu, Nepal. Other notable accomplishments include several honors and awards: a High-Powered Rocket competition Project and Travel award in 2018 sponsored by NASA and the Wisconsin Space Grant Consortium, the Chancellor's Award for Extraordinary Professional Promise in 2017 and 2016 at the University of Tennessee – Knoxville, a Southeastern Section of the American Physical Society Meeting Travel Award in 2016, and a University of Tennessee Space Institute Travel Award to the American Physical Society Division of Atomic, Molecular and Optical Physics Meeting in 2015.

Dr. Gautam is passionate about ongoing education and reaching students with a wide range of educational goals and experiences. His education, experience, and enthusiasm for making academia diverse and inclusive make him an excellent choice for the Physics & Engineering Instructor position.

BOARD ACTION: _____

**AGENDA ITEM #X-C-2
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
COORDINATOR, STUDENT SUPPORT SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Amy Hesselbacher as full-time Coordinator, Student Support Services for the Adult Education Department beginning August 17, 2022, at an FY23 salary of \$43,102, plus appropriate fringe benefits. This a full-time, exempt professional position and is within the Adult Education grant FY23 budget. This grant-funded position is dependent on continued adequate grant funding

BACKGROUND: Ms. Hesselbacher comes to us from the Regional Office of Education #8 where she has served as the Youth Coordinator for the Elevate-Stephenson Program since August 2017. In this role, Ms. Hesselbacher was able to identify, recruit, and enroll qualified participants for the Elevate-Stephenson Program. She also provided support for GED participants, including career readiness training and subsidized work experience. Ms. Hesselbacher previously held the role of In-School Career Planner for the Elevate-Stephenson Program for four years, and had been an AVID Tutor for the Freeport School District from 2006-2018 prior to accepting her role as Youth Coordinator.

Ms. Hesselbacher was awarded a Bachelor of Fine Arts degree in Art (Studio Work) from Quincy University, Quincy, Illinois. In addition, she completed a Certificate from the University of Rockford as part of the Rockford Area Case Management Initiative and has regularly attended training through the Illinois Department of Commerce and Economic Opportunity on Workforce Innovation and Opportunity Act eligibility and the Illinois Workforce Development System.

Ms. Hesselbacher's professional commitment to student success, knowledge of Highland's Adult Education services, and prior experience assisting students in setting and achieving personal, educational and career goals, make her the ideal candidate for this position.

BOARD ACTION: _____

**AGENDA ITEM #X-C-3
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**NEW JOB DESCRIPTIONS
STUDENT SUCCESS COACH (GRANT FUNDED)
STUDENT SUCCESS COACH
REVISED JOB DESCRIPTION/JOB TITLE
COORDINATOR, TESTING CENTER**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached new job descriptions for Student Success Coach with placement at range 25 on the Highland Salary Range Table and the revised job description/job title for the Coordinator, Testing Center with placement at range 24 on the Highland Salary Range Table. The Student Success Coach positions are both full-time, exempt professional positions. One position is mostly funded through grant funds and will be dependent upon continued grant funding. The Coordinator, Testing Center is a full-time, classified position. All positions are included in the FY23 budget.

BACKGROUND: To increase focus on student success and retention, the Success Center is adding two Student Success Coach positions. One position will primarily be funded through resources received from the Bridge Grant, with a portion of funding coming from the Athletics budget, while the other position's expenses will come from operational funds. Both positions will focus on assisting students achieve educational and personal goals by facilitating student access to programs and services to help remove barriers to student enrollment and progression. The grant-funded position will also be serving as a coach for a Highland sport. It will monitor a case load of students who participate in Bridge Programs, are identified as high-risk, or meet the Bridge Grant's target population of minority, first-generation, and low-income students and adults returning to college. The non-grant funded position will monitor a case load of students who are identified as at-risk or underrepresented. As a result of grant funding and the elimination of the Student Retention Specialist position, significant new funding is not required for these new positions.

The job title of Coordinator, Testing Center and Tutoring Services is being changed to Coordinator, Testing Center. The tutoring services responsibilities have been removed from its principal duties as the non-grant funded Student Success Coach will coordinate tutoring and mentoring services. The job description has been further modified to reflect the added responsibilities of assisting students with disabilities by administering and proctoring course exams and providing administrative support to Success Center staff. With the revisions, the position is being modified from a full-time, exempt professional position to a full-time, classified position. Range placement is changing from range level 27 to 24 on the Highland Salary Range Table.

BOARD ACTION: _____

Highland Community College Position Description

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

TITLE: Student Success Coach (Grant Funded)*
THIS POSITION WILL BE FUNDED ON THE AVAILABILITY OF GRANT FUNDS.

GENERAL STATEMENT OF RESPONSIBILITIES: To promote student success and increase retention by providing coaching and intervention techniques to students. Facilitates student access to programs and services by helping remove barriers to student enrollment and progression in order to achieve educational and personal goals. Serves as a head coach for a sport.

PRINCIPAL DUTIES: (essential functions)

- Monitors case load of students who participate in Bridge Programs, are identified as high-risk, or meet the Bridge Grant's target population of minority, first-generation, and low-income students and adults returning to college.
- Assists students in developing self-efficacy skills by identifying and overcoming obstacles that may be impeding academic success. Instructs students on strong time management, study, and organization skills.
- Motivates students to practice self-regulation and to take ownership of their academic success by creating individualized success plans.
- Assists with Bridge program coordination and wrap around services for students by using an individualized approach such as facilitating a mentor match, behavioral health counseling, and other academic support services.
- Serves as an athletic head coach, with sport to be determined.
- Actively recruits and selects, organizes, and prepares a competitive sports program composed of Highland Community College students to compete with other institutions of similar size and athletic philosophies.
- Works in close cooperation with the Director of Athletics and Physical Education relating to all matters pertinent to coaching, including recruiting, practicing, scheduling, equipment, supervision, eligibility, public relations, fund raising, and contest and tournament management.
- Serves as a liaison and provides support to students in navigating campus resources.
- Assists in the coordination, development, and implementation of appropriate high engagement student success strategies and supporting technologies.
- Proactively engages students in conversations, goal setting, and plans that will improve student success and support the College's retention efforts.
- Drawing on assessment tools such as the College Student Inventory, and working with the advisors, mentors, tutoring services, disability services, counseling, and career services, the Student Success Coach ensures wrap around services are available to students.
- Serves on the Early Alert Team and manages assigned cases by following up with students and helping to strategize how to get back on track in their classes.

- Assists in providing Testing Center services in absence of Testing Center Coordinator.
- Utilizes data and appropriate systems and technologies as directed for program tracking, record keeping, and internal communication.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of computer operations and software applications.

Knowledge of principles, practices and processes of learning and teaching.

Knowledge of instructional techniques and processes.

Knowledge of educational advising and test administration.

Knowledge of principles and practices in working with a diverse student population.

Knowledge of student resources, referrals and services.

Knowledge of intercollegiate athletic programs, rules and regulations.

Knowledge of principles, practices and techniques of coaching.

Knowledge of utilizing data to make informed decisions.

Skill in effectively using the internet to research careers, training, and job openings.

Skill in effectively communicating with and providing instruction to diverse student populations.

Skill in maintaining and updating records and related systems.

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

Skill in responding to inquiries, disseminating information and providing instructional resources.

Skill in operating computers and software applications.

Skill in communicating effectively in writing.

Skill in communicating effectively one-on-one or in groups.

Skill in coaching individuals and teams.

Skill in coordinating events and activities.

Skill in establishing and maintaining effective relationships with a diverse population of co-workers and others.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are medium work, exerting up to 50 lbs of force occasionally, and/or up to 20 lbs of force frequently, and/or up to 10 lbs of force constantly to move objects. Potential exposure to hazardous materials (bloodborne pathogens). Must be able to work a variety of hours including early mornings, evenings, and weekends. Must have the ability to travel to off campus sites.

MINIMUM QUALIFICATIONS: Bachelor's degree, with Master's degree preferred, in counseling, education, student development or a related field required and three (3) years experience in assessing learning needs OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: Certified to administer Pearson VUE, CLEP, and DSST within three to six (3-6) months of hire preferred.

REPORTS TO: Director, Retention and Learning Services (primary)
Director, Athletics and Physical Education (secondary)

APPOINTED BY: Board of Trustees

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 4825

JOB SERIES/FAMILY: Student Support Services Series/ Student Support Services Group

ADOPTED: 08/16/22 *[Pending Board Approval]

Highland Community College Position Description

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

TITLE: Student Success Coach*

GENERAL STATEMENT OF RESPONSIBILITIES: To promote student success and increase retention by providing coaching and intervention techniques to students. Facilitates student access to programs and services by helping them to remove barriers to student enrollment and progression in order to achieve educational and personal goals.

PRINCIPAL DUTIES: (essential functions)

- Monitors case load of students who are identified as at-risk or underrepresented.
- Assists students in developing self-efficacy skills by identifying and overcoming obstacles that may be impeding academic success. Instructs students on strong time management, study, and organization skills
- Motivates students to practice self-regulation and to take ownership of their academic success by creating individualized success plans.
- Develops, implements and coordinates the daily operation of tutoring and mentoring (in-person/virtually/embedded) services including the hiring, training, and supervision of peer tutors and peer mentors, creating and maintaining the schedules of services, and ensuring accurate data collection for the assessment of both programs.
- Actively recruits tutors and mentors, throughout the semester, by communicating with faculty to ensure an appropriate pool of candidates.
- Provides students with tutorials, guidance, documentation, and training in order to access both in-person and online tutoring programs.
- In collaboration with the Director of Retention and Learning Services, develops and implements additional academic support services as needed.
- Serves on the Early Alert Team and manages assigned cases by following up with students and helping to strategize how to get back on track in their classes.
- Assists with wrap around services for students by using an individualized approach such as facilitating a mentor or tutor match, behavioral health counseling, and other academic support services.
- Serves as a liaison and provides support to students in navigating campus resources.
- Assists in the coordination, development, and implementation of appropriate high engagement student success strategies and supporting technologies.
- Proactively engages students in conversations, goal setting, and plans that will improve student success and support the College's retention efforts.
- Drawing on assessment tools such as the College Student Inventory, and working with student advisors, mentors, and tutors, the Student Success Coach ensures wrap around services are available to students.
- Researches best practices of tutoring, Early Alert and mentor programming to make recommendations for improvements.

- Assists in providing Testing Center services in absence of Testing Center Coordinator.
- Utilizes data and appropriate systems and technologies as directed for program tracking, record keeping, and internal communication and assessment of the tutoring and mentoring programs.
- Communicates effectively with staff and departments to help facilitate student success.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of computer operations and software applications.

Knowledge of principles, practices and processes of learning and teaching.

Knowledge of instructional techniques and processes.

Knowledge of educational advising, tutoring, mentoring, and test administration.

Knowledge of principles and practices in working with a diverse student population.

Knowledge of student resources, referrals and services.

Knowledge of utilizing data to make informed decisions.

Skill in effectively using the internet to research careers, training, and job openings.

Skill in effectively communicating with and providing special instruction to diverse student populations.

Skill in maintaining and updating records and related systems.

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

Skill in responding to inquiries, disseminating information and providing instructional resources.

Skill in operating computers and software applications.

Skill in communicating effectively in writing.

Skill in communicating effectively one-on-one or in groups.

Skill in establishing and maintaining effective relationships with a diverse population of coworkers and others.

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

MINIMUM QUALIFICATIONS: Bachelor's degree, with Master's degree preferred, in counseling, psychology, student development or a related field required and three (3) years experience in assessing learning needs OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: Certified to administer Pearson VUE, CLEP, and DSST within three to six (3-6) months of hire preferred.

REPORTS TO: Director, Retention and Learning Services

APPOINTED BY: Board of Trustees

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 4825

JOB SERIES/FAMILY: Student Support Services Series/Student Support Services Group
ADOPTED: 08/16/22 *[Pending Board Approval]

Highland Community College Position Description

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

TITLE: Coordinator, Testing Center ~~and Tutoring Services~~*

GENERAL STATEMENT OF RESPONSIBILITIES: To coordinate the operations of the HCC Testing Center for internal and external customers ~~and to coordinate tutor services.~~

PRINCIPAL DUTIES: (essential functions)

- Administers, proctors, and transmits results of various tests conducted through the Testing Center including standardized tests such as CLEP, Pearson, SAT and DSST.
- ~~Coordinates~~ Assists in the planning and delivery of Quick Start and dual credit testing.
- Communicates testing program policies, procedures, and schedules.
- Maintains integrity and security of testing environment by tracking inventory of tests and materials, reviewing procedures for security, and insuring proper storage and return of test materials to testing companies.
- ~~Trains, mentors, and schedules the work of other Testing Center staff, including overseeing and assigning work of student workers.~~
- Observes college, state, federal and test agency policies and procedures for security/confidentiality of testing records.
- In conjunction with supervisor, develops and updates testing services, policies, and procedures. Expands testing services through exploration and development of new testing contracts to meet student and community needs.
- Tracks and generates reports relating to Testing Center usage and statistics.
- Gathers feedback from faculty and students on Testing Center services.
- Aids students with disabilities by scheduling, administering, and proctoring course exams.
- Trains students in use of adaptive technology.
- Collaborates with Coordinator, Disability Services to ensure appropriate testing accommodations are made when necessary.
- ~~Develops, implements, coordinates and evaluates online and in-person tutoring services.~~
- ~~Promotes study groups and tutoring services campus wide.~~
- ~~Hires, supervises, trains and evaluates paraprofessional staff and peer tutors. Prepares work schedules and monitors study groups.~~
- ~~Tracks and analyzes tutoring data and statistics to inform decision making.~~
- Provides administrative support to Success Center staff such as course evaluation processing, managing syllabi using CurricUNET, entering course semester schedules in Banner, preparing faculty assignment forms, processing purchase orders, credit card reconciliations and check requests, and assisting with PTK.
- Trains, mentors, and schedules the work of other Testing Center staff, including overseeing and assigning work of student workers.

Adopted 06/21/11

Coordinator, Testing Center ~~and Tutoring Services~~

- Orders and maintains an inventory of office supplies; collects and deposits money from testing fees.
- ~~Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.~~
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of principles, practices and processes of testing.

Knowledge of principles, practices and procedures related to students with disabilities.

Knowledge of principles and practices in working with a diverse student population.

Knowledge of computer operations and software applications.

Knowledge of report preparation and formatting.

Knowledge of customer service techniques.

~~Knowledge of principles and practices of supervising and evaluating staff.~~

Knowledge of utilizing data to make informed decisions.

Knowledge, understanding and compliance with Federal and state privacy laws related to students.

Skill in operating office equipment, computers and software applications.

Skill in communicating effectively.

Skill in maintaining confidential information.

Skill in performing basic mathematical calculations.

Skill in conflict resolution methods.

Skill in effectively using organization and planning skills, including the use of attention to detail and follow through.

Skill in scheduling and assigning work to others.

Skill in composing memos, letters, reports and other documents.

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

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are light work, exerting up to 20 lbs of force occasionally, and/or up to 10 lbs of force frequently, and/or a negligible amount of force constantly to move objects. Ability to work one evening per week. May be required to flex weekly hours as needed to cover the Testing Center during the day and/or evenings.

MINIMUM QUALIFICATIONS: Bachelor's degree required, with two (2) years experience providing tests in an academic setting or standardized testing environment preferred OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: Valid Driver's License. Bachelor's degree is required for administering certain tests. Certified to administer Pearson VUE, DSST, and CLEP testing as well as gain Accuplacer credentials within two (2) months of hire.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: Director, Retention and Learning Services

APPOINTED BY: ~~Board of Trustees~~ President

EMPLOYEE CATEGORY: ~~Professional~~Classified

FLSA CLASSIFICATION: ~~Non-~~Exempt

CLASS CODE: 4708

JOB SERIES/FAMILY: Student Support Services Series/Learning Services Group

REVISED: ~~10/26/21~~08/16/22 *[Pending Board Approval]

**AGENDA ITEM #X-C-4
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED JOB DESCRIPTION/JOB TITLE
TECHNICAL COORDINATOR, FINE ARTS/TECHNICAL THEATRE DIRECTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description/job title for the Technical Coordinator, Fine Arts/Technical Theatre Director, with placement at range 25 on the Highland Salary Range Table. In addition, a salary adjustment of \$1,170, is being recommended for the incumbent in the position, Alex Jansen. This a full-time, exempt professional position and is included in the FY23 budget.

BACKGROUND: An updated position analysis questionnaire (PAQ) was submitted as part of the Request for Reclassification Process for review of position placement on the Highland Range Table and job title. The job title is being changed from Fine Arts Technical Coordinator to Technical Coordinator, Fine Arts/Theatre Technical Director. This title continues to align with Highland's titling protocol, but also recognizes the prevalent use of Technical Director titling in the theatre industry. The job description has been revised to update the position responsibilities in assisting Facilities, internal constituents, and external consultants, in design and coordination of major project renovations and tasks in the Fine Arts building and areas. There is also the addition of the necessity of the position to acquire certification in the Entertainment Technical Certification Program within one year of hire. The salary range level will be raised from range level 24 to 25 to align with market data, along with a salary adjustment of \$1,170 to reflect the change in range placement and the incumbent's years of internal service credit.

BOARD ACTION: _____

Highland Community College Position Description

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

TITLE: ~~Fine Arts~~-Technical Coordinator, Fine Arts/Theatre Technical Director*

GENERAL STATEMENT OF RESPONSIBILITIES: To provide design and technical support to the theatre and Fine Arts department and serve as the point of contact for students in the technical theatre.

PRINCIPAL DUTIES: (essential functions)

- Responsible for designing, constructing installing, and taking down sets for approximately five theatrical productions, eight musical performances and four or five other fine arts events.
- Designs lighting and sound for theatre productions. Designs or oversees the design of lighting and sound for music performances and other events.
- Assists with Visual Arts Gallery preparation and tear down, as needed.
- Maintains scene shop, materials and equipment.
- Coordinates technical rental.
- Oversees, assigns work, and mentors technical theatre student workers.
- Recruits students into theatre program.
- In collaboration with Facilities, internal constituents, and external consultants, assists with design and coordination of major project renovations and tasks in the Fine Arts Building and areas.
- Develops a scenic material budget, orders and gathers materials.
- Instructs shop personnel in safety procedures, maintains GHS/MSDS data, and ensures proper disposal of hazardous materials.
- Provides back up support to Box Office.
- In accordance with the Risk Management Policy and Program:
 - Performs safety assessments of the College's Fine Arts production equipment.
 - Oversees the Theater Department's use of machinery and chemicals.
- Evening and weekend hours are required. Expected to be in attendance at all theatre productions and rehearsals; attendance at musical performances and other events as necessary.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of principles, practices and techniques of lighting, sound, and scene design for stage productions.

Knowledge of construction and building techniques.

Knowledge of computer operation, software applications and electronic equipment.

Knowledge of utilizing data to make informed decisions.

Adopted 9/17/1991

—~~Fine Arts~~-Tech Coord. Fine Arts/Technical Theatre

Director

Knowledge of safe work practices associated with set design and construction and electronic equipment.

Skill in operating tools, and equipment used in set construction and maintaining a safe, hazard free work environment.

Skill in managing projects.

Skill in designing theatrical scenery and lighting programs.

Skill in providing mentoring and direction.

Skill in problem solving and critical thinking.

Skill in communicating effectively orally and in writing.

Skill in collaborating with internal and external constituents.

Skill in operating computers, software applications and electronic equipment.

Skill in establishing and maintaining effective relationships with a diverse population of co-workers and others.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are medium work, exerting up to 50 lbs of force occasionally, and/or up to 20 lbs of force frequently, and/or up to 10 lbs of force constantly to move objects. Exposure to hazardous physical conditions (mechanical parts, vibration), atmospheric conditions (fumes, odors, dusts), hazardous materials, and work space restrictions.

MINIMUM QUALIFICATIONS: Associate's degree required. Bachelor's degree preferred. Two (2) years of previous experience designing and building sets and lights preferred (experience earned during college meets this requirement). This position requires night and weekend availability.

REQUIRED LICENSE/CERTIFICATION: OSHA Certification and ETCP (Entertainment Technician Certification Program) Certification within one year of hire.

REPORTS TO: Dean, Humanities, Social Sciences and Fine Arts

APPOINTED BY: Board of Trustees.

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 4312

JOB SERIES/FAMILY: Student Support Services Series/Athletics and Arts Group

LAST REVISED: 06/25/1908/16/22 *[Pending Board Approval]

Adopted 9/17/1991

—Fine Arts Tech Coord, Fine Arts/Technical Theatre

Director

**AGENDA ITEM #X-D-1
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**SERVICE ORDER WITH STRATUS NETWORKS, INC.
FOR DEDICATED INTERNET ACCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached service order from Stratus Networks, Inc, for dedicated internet access at a cost not to exceed \$895 per month for 60 months (five years).

BACKGROUND: Highland's internet access is currently supplied to campus by two physical connections: our primary physical connection is provided by iFiber and our secondary physical connection by Comcast. ITS has been watching for new opportunities to improve our secondary internet connection, and Stratus Networks recently began to expand their network into our region. After confirming connectivity and receiving their quote, Stratus can offer us six times more bandwidth at half the cost of our current Comcast connection. This equates to a reduction of our backup internet expense by \$9,000 for at least the first year. This five-year service agreement will provide a cost-effective and higher capacity connection for the College.

BOARD ACTION: _____



Service Order

Customer Information					
Customer ID		Circuit ID		Order Date	
Customer Name	Highland Community College			RFQ#	
Billing Address	2998 W. Pearl City Rd.		Room/Suite		
City, State, Zip	Freeport, IL. 61032				
Order Contact	Pete Fink		Email Address	Pete.Fink@highland.edu	
Phone	815-599-3480		Fax		
Billing Contact	Pete Fink		Email Address	Pete.Fink@highland.edu	
Phone	815-599-3480		Fax		
Service Information					
Bandwidth: 300 Mbps	Quantity: 1	Estimated Availability Date: Standard Interval 30-45 business days for most services; 180 for fiber		Customer Requested Due Date: Accept Early? Y N	**Paid Expedite: Yes NO (circle one)
Service Description:	300 Mbps Dedicated Internet Access (DIA)				
Location Information					
Location A:			Location Z:		
Name:	Highland Community College		Name		
Address	2998 W. Pearl City Rd.		Address		
Room/Suite			Room/Suite		
City/State/ZIP	Freeport, IL. 61032		City/State/ZIP		
NPA-NXX		CLLI	NPA-NXX		CLLI
Local Contact	Pete Fink		Email Address	Pete.Fink@highland.edu	
Phone	815-599-3480		Fax		
ON SITE NUMBER			ON SITE NUMBER		
Pricing Information					
Minimum Service Term	60 Months	Monthly Recurring Charges: (MRC) \$895.00		Non-Recuring Charges: (NRC) \$0.00	
Comments:					
Authorization					
Customer Name: Please sign, print your name and title, and date below.			Stratus Networks Use Only		
Signature:			Signature:		
Print Name:			Print Name:		
Title:			Title:		
Date:			Date:		

This Service Order is subject to and governed by the terms and conditions set forth in Customer's Service Agreement. Your signature acknowledges that you have read, understand and accept such terms and conditions and that you are duly authorized to execute and deliver this Service Order. This Service order shall not become a valid until an authorized representative of Stratus Networks has executed this Service Order or the order has been placed. **Expedited orders will have additional charges to the customer. If purchasing a product with asymmetric bandwidth, do note that performance is best effort, speeds are not guaranteed, and the standard Stratus SLA does not apply. Any DIDs not provisioned with e911 at customer's direction will incur unprovisioned 911 charges in the amount of \$50 per event if 911 calls are made from an unprovisioned DID.

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is between Stratus Networks, Inc., an Illinois Corporation ("Stratus"), and the Customer identified on the signature page hereto ("Customer"). Stratus and Customer may be referred to herein individually as a "Party" and collectively as the "Parties." The Parties hereby agree as follows:

Stratus will provide Customer with communications services (the "Services") pursuant to the terms of this Agreement. The Parties hereby agree that this Agreement shall consist of the following: (a) the Agreement; (b) any exhibit, schedule or amendment hereto (each, an "Attachment"); (c) each applicable service order ("Service Order") which details the specific service(s) ("Service(s)") to be offered (each Service Order constitutes a separate agreement for the purchase and sale of Service to be provided to Customer by Stratus, the provision and use of which will be subject to this Agreement); and (d) the Terms and Conditions applicable to those Service(s) (the "T&Cs") which may be found in the legal section at www.stratusnet.com and are specifically incorporated into this Agreement by reference as if copied verbatim herein. The T&Cs may be modified from time to time in Stratus' sole discretion; no such modification shall nullify the effectiveness of this Agreement. If a Service Order contains multiple Customer locations and contemplates the provision of separate and distinct Services on a location-by-location basis, the Service Order shall be deemed to be subdivided into separate and distinct Service Orders at each individual location. Customer hereby acknowledges and agrees that any email sent by Customer to Stratus authorizing or ordering any new Service(s) or moves, additions and changes to existing Services and accepted by e-mail from Stratus shall constitute a binding and enforceable Service Order to the same extent as a signed Service Order. In the event of any conflict, the following order of precedence shall apply: (1) the Service Order(s); (2) the Attachment(s); (3) the Agreement; (4) the T&Cs; and (5) any applicable Stratus tariff on file with a state or federal telecommunications regulatory agency (hereafter, "Tariff").

1. Facilities Ordered Delivery & Minimum Service Term. Stratus shall supply to Customer the telecommunications capacity ("Facility" or "Facilities") and related Services described in this Agreement and in each applicable Attachment and Service Order. Upon receipt of a duly executed Agreement and Service Order, and upon satisfaction of Stratus' review to its satisfaction of Customer's credit, Stratus shall notify Customer of the target date for delivery of the Facilities (the "Estimated Availability Date"). Stratus shall use commercially reasonable efforts to install each such Facility on or before the Estimated Availability Date; provided, however, the inability of Stratus to deliver a Facility or make any Services available by such date shall not be a breach of this Agreement. Stratus shall use commercially reasonable efforts for all Customer circuits and sites to go "live" on the same day; provided, however, the inability of Stratus to cause all Customer circuits and sites to go "live" on the same day shall not be a breach of this Agreement, and Customer shall be responsible for all charges incurred once a circuit or site goes "live" regardless of whether other circuits or sites have not yet gone "live". Customer shall take and pay for each Facility for the applicable Service Term set forth in the applicable Service Order(s). The Service Terms for each Facility and/or Service shall begin on the date on which Customer accepts delivery of such Facility or on the date on which Stratus notifies Customer that the facility is available for use, whichever is sooner (the "Start of Service Date"). If Customer cancels a Service Order on or after the fourth (4th) day following Customer's submission of a Service Order but before the Start of Service Date for such Service, Customer shall pay in accordance with the T&Cs a charge equal to (a) one month's Monthly

Recurring Charge ("MRC") for the Service ordered (b) Stratus' internal costs incurred in attempting to fulfill Customer's Service Order; plus (c) the aggregate fees, charges, expenses, taxes and/or liquidation damages payable by Stratus to any third party suppliers arising out of or in connection with the fulfillment of the Service Order or the cancellation thereof or in any way related to the installation of Facilities or the issuance of a Firm Order Commitment. "Firm Order Commitment" means the confirmation by Stratus' underlying carrier that any Facilities associated with the Service Order have been installed. If Customer issues any revised Order ("Change Order") prior to the Start of Service Date, Customer will pay a supplemental fee ("Supp Fee") for such Change Order in accordance with Stratus' then prevailing Supp Fee schedule. Stratus shall be under no obligation to accept a Change Order.

2. Term; Renewal. This Agreement shall commence on the Effective Date and shall remain effective until the termination or expiration (whichever occurs first) of the last remaining Service Order (the "Term"). "Effective Date" means the date on which Stratus accepts this Agreement (as evidenced by the execution hereof by a duly authorized representative of Stratus). Each Service Order shall have an initial term (the "Service Order Initial Term") and shall automatically renew for successive additional terms (each, a "Service Order Renewal Term") equal in length to the Service Order Initial Term unless Stratus receives written notice from Customer to terminate the Service Order not less than forty-five (45) days prior to the expiration of the Service Order Initial Term or the Service Order Renewal Term then in effect. With respect to each Service Order, the Service Order Initial Term and all applicable Service Order Renewal Terms shall hereafter be referred to collectively as the "Service Order Term". Notwithstanding these provisions, Stratus may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Order(s) upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

3. Assignment. Neither this Agreement nor any of Customer's rights or obligations hereunder may be sold, assigned, encumbered or transferred by operation of law or otherwise, without the prior written approval of Stratus, which consent shall not be unreasonably withheld. Stratus may freely transfer, assign or otherwise encumber this Agreement and its rights and obligations hereunder.

4. Event of Default. An "Event of Default" shall occur if: (1) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) either Party fails to perform or observe any other term or obligation contained in this Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified elsewhere herein) after receipt of a notice from the non-defaulting Party informing the defaulting Party of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due. The Parties expressly agree that the failure of any particular Service shall not constitute a breach of this Agreement but shall only obligate Stratus to provide Outage Credits (as set forth in the T&Cs or SLA) that shall apply towards any amounts owed by Customer to Stratus hereunder. This Agreement may be immediately suspended by Stratus, without notice, if Stratus in its sole discretion determines that its network integrity is in jeopardy, or that any Service is being used, or planned to be used, in an unlawful manner, or otherwise in violation of any term hereof.

5. Remedies. Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under this Agreement and any directly affected Service Order until such default is remedied but only after providing written notice of such suspension to the defaulting Party subject to reinstatement as set forth in the T&C's; or (2) terminate the Agreement or any directly affected Service Order but only after providing written notice of termination to the defaulting Party. If Customer is the defaulting Party, then, in addition to any other remedies it may be entitled to hereunder, Stratus: (1) may collect the total of all charges specified herein, including but not limited to any maintenance fees, throughout the remainder of each Facility's Minimum Service Term as a single amount, which shall become due and payable upon written notification to the Customer of this election by Stratus; and (2) shall have the right to enter Customer's premises to remove any and all equipment provided to Customer by Stratus and reclaim any and all equipment, fiber, circuits and/or Facilities supplied by Stratus to Customer. In the event Stratus seeks collection of any amounts not paid in full by the Due Date, either informally or through formal legal action, Customer shall be liable for all costs of collection, including but not limited to reasonable attorney's fees and court costs (if applicable). In the event Stratus seeks to enforce any of the terms or conditions of this Agreement or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by Stratus as a result thereof, including but not limited to reasonable attorney's fees and court costs (if applicable).

6. Disputes. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. (b) Except for Stratus' collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute or other difference (collectively, "Disputes") shall be provided pursuant to the notice provisions of the Agreement (as stipulated in the T&Cs). If the Dispute cannot be resolved within sixty (60) days of receipt of such notice, either Party may initiate arbitration of the Dispute. (c) Disputes that arise between the Parties shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Peoria, Illinois. Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Service Charges paid by Customer to Stratus. The Parties agree that each Dispute will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party in connection with the Service that is the subject of the disputes.

7. No Modification. Except for Stratus' right (as described above) to modify the T&Cs from time to time in its sole discretion, no changes or modification to this Agreement or any Service Order executed pursuant hereto shall be effective unless agreed to by an authorized officer of Stratus either by initials or signature.

8. No Waiver. No failure or delay on the part of either Party in exercising any right hereunder and no course of dealing between the Parties shall operate as a waiver of any other provision hereof.

9. Representation of Authority. The undersigned represents that he/she is authorized to enter into this Agreement and will indemnify Stratus from any liability arising from a breach of this representation. The undersigned further represents that the information provided in this Agreement and all Attachments and Service Orders is correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

10. Headings. Headings contained herein are provided for convenience and reference only. Headings do not affect or limit the interpretation, contents, or terms of this Agreement.

11. Severability. In the event any provision of this Agreement other than the provisions associated with the obligation to make payment for Services hereunder, as applied to either Party or to any circumstance, conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

12. Counterparts. The Parties hereby acknowledge that this Agreement may be executed in two or more counterparts and duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

13. Entire Agreement. Subject to any applicable Tariff, this Agreement, along with any Attachments, Amendments, Service Orders and the T&Cs, constitutes the entire Agreement between Stratus and Customer and supersedes all previous statements, representations and agreements (written or oral) concerning the provision by Stratus of Services, Facilities or equipment. No statement, representation or warranty made by any agent or representative of Stratus regarding the Services, Facilities or equipment to be provided hereunder or the rates therefor shall be binding upon Stratus unless expressly included herein. In the event a Master Service Agreement (a "Prior Agreement") between the Parties has previously been executed, this Agreement shall: (a) replace and supersede such Prior Agreement; and (b) apply to any and all outstanding Service Orders previously executed in accordance with such Prior Agreement. Notwithstanding the foregoing, any Service Order which is already in existence as of the Effective Date of this Agreement shall remain in effect for the remainder of the applicable Service Order Term and may not be terminated by Customer for any reason.

Customer Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Stratus Networks, Inc.

By: _____

Name: _____

Title: _____

Effective Date: _____

**AGENDA ITEM #X-D-2
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM THE EDUCATIONAL FUND
TO THE AUXILIARY ENTERPRISES FUND TO SUPPORT EXPENSES IN EXCESS
OF REVENUES IN THE AUXILIARY ENTERPRISES FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of funds from the Educational Fund to the Auxiliary Enterprises Fund in the amount of \$54,000 to support expenses in excess of revenues in the Auxiliary Enterprises Fund.

BACKGROUND: The Auxiliary Enterprises Fund includes as a revenue source the J. Rosemary Shockey Bookstore, the per credit hour student activity fee, the cafeteria, ticket sales for athletic and certain Fine Arts events, as well as miscellaneous revenue collected by student organizations or activities. Expenses in the Auxiliary Enterprises Fund include costs to operate the bookstore and cafeteria, as well as costs of athletic teams, certain Fine Arts events and clubs, student government and clubs, academic teams, and student activities. For FY22, if federal relief funds had not been available, the revenues in the Auxiliary Enterprises Fund would have exceeded the expenses by \$98,000. For FY23, it is anticipated that the fund balance will be utilized to offset deficits in the Auxiliary Enterprise Fund. This transaction will be included in the College's fiscal year 2022 financial records.

BOARD ACTION: _____

**AGENDA ITEM #X-D-3
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM THE EDUCATIONAL FUND
TO THE RESTRICTED PURPOSES FUND TO SUPPORT
THE ADULT EDUCATION PROGRAM**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of funds from the Educational Fund to the Restricted Purposes Fund in the amount of \$60,000 to support the Adult Education program.

BACKGROUND: Historically and in fiscal year 2022, the College has supported the Adult Education program in the amount of \$40,000, mainly through accounting for a portion of the salary and benefits of the Director of Adult Education in the College's Educational Fund. In fiscal year 2023, the College is required to match the federal grant funds in the amount of \$57,000.

Due to lower overall expenses for the program due to COVID-19, the Educational Fund support was not fully utilized in fiscal year 2022. A transfer to the Restricted Purposes funds will allow the Adult Education program to access the funds to cover the increased matching requirements in fiscal year 2023. This transaction will be included in the College's fiscal year 2022 financial records.

BOARD ACTION: _____

**AGENDA ITEM #X-D-4
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM OPERATIONS AND MAINTENANCE FUND TO
OPERATIONS AND MAINTENANCE, RESTRICTED FUND
TO SUPPORT FUTURE CAMPUS DEFERRED MAINTENANCE,
REPAIRS, OR IMPROVEMENTS**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of funds from the Operations and Maintenance Fund to the Operations and Maintenance, Restricted Fund in the amount of \$300,000 to support future campus deferred maintenance, repairs, or improvements.

BACKGROUND: The Operations and Maintenance, Restricted Fund accounts for deferred maintenance, unplanned repairs and/or improvements, and bond and Protection, Health and Safety projects. The fund balance in this fund has been utilized in recent fiscal years to support operations and to meet matching requirements for accessing State Capital Development Board and ICCB Deferred Maintenance funding opportunities. The recommended transfer of \$300,000 will restore the fund balance and provide for future needs. This transaction will be included in the College's fiscal year 2022 financial records.

BOARD ACTION: _____

**AGENDA ITEM #X-D-5
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING TRANSFER OF INTEREST FROM
WORKING CASH FUND TO EDUCATIONAL FUND
FOR GENERAL PURPOSES**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Resolution providing for the transfer of interest from the Working Cash Fund to the Educational Fund for general purposes, in the amount of \$4,332.96 for FY22, under 110 ILCS 805/3-33.6 of the Public Community College Act of the State of Illinois.

BACKGROUND: The law states that monies earned as interest from the investment of the working cash fund, or any portion thereof, may be transferred from the Working Cash Fund to the Educational Fund or Operations and Maintenance Fund of the district without any requirement of repayment to the Working Cash Fund, upon the authority of the Board by separate Resolution directing the Treasurer to make such transfer and stating the purpose therefor.

BOARD ACTION: _____

**BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE DISTRICT 519**

**RESOLUTION AUTHORIZING TRANSFER OF INTEREST
FROM WORKING CASH FUND TO EDUCATIONAL FUND
FOR GENERAL PURPOSES**

WHEREAS, Community College District 519, Stephenson, Ogle, Jo Daviess and Carroll Counties, Illinois (the “District”) is presently authorized pursuant to Section 3-33.6 of the Public Community College Act, 110 ILCS 805/3-33.6, to transfer monies earned as interest from the investment of the Working Cash Fund, or any portion thereof, to the Educational Fund of the District; and

WHEREAS, the Working Cash Fund of the District presently contains interest earnings in an amount not less than \$4,332.96, which the District desires and intends to transfer to the Educational Fund for general purposes.

NOW, THEREFORE, be it and it is hereby resolved by this Board of Trustees of Community College District 519, Stephenson, Ogle, Jo Daviess and Carroll Counties, Illinois as follows:

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

Section 2: The Treasurer of the District is hereby authorized and directed to transfer interest earnings in the amount of \$4,332,.96 from the Working Cash Fund to the Educational Fund of the District, which transfer of funds shall not be subject to repayment and shall be used for general purposes, including but not limited to supporting instructional programs.

Section 3: This Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of August, 2022, by the following roll call vote upon the motion
of _____, seconded by _____.

YES: _____

NO: _____

ABSENT: _____

Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

**AGENDA ITEM #X-D-6
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE**

**RESOLUTION AUTHORIZING ENTRY INTO A JOINT
COOPERATIVE PURCHASING AGREEMENT WITH THE
EQUALIS COOPERATIVE PURCHASE GROUP**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the entry into a Master Intergovernmental Cooperative Purchasing Agreement with the Equalis Group, which allows the College to become a member of the cooperative purchasing entity.

BACKGROUND: The Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. This creates aggregate buying power and expertise to procure products and services from quality vendor partners. Equalis Group partners with members to conduct rigorous and transparent competitive sector procurement processes for critical products and services. Membership is free for the College. Purchasing opportunities available through the cooperative range from services to capital items to supplies.

BOARD ACTION: _____

**RESOLUTION AUTHORIZING ENTRY INTO A JOINT
COOPERATIVE PURCHASING AGREEMENT WITH THE
EQUALIS COOPERATIVE PURCHASE GROUP**

WHEREAS, Highland Community College is a public community college district, and therefore authorized under the Intergovernmental Cooperation Act (5 ILCS 220/2) to enter into intergovernmental agreements with other units of local governments within and outside of Illinois; and

WHEREAS, the Equalis Cooperative Purchase Group (Equalis) is a cooperative authorized by the statutes of Illinois, 5 ILCS 220/1 et seq., and thereby qualified as a political subdivision and governmental unit within the State of Illinois; and

WHEREAS, the Board of Trustees of Community College District No. 519 (Highland Community College) have reviewed and considered the efficacy of entry into a Participation Agreement with Equalis and after so doing believe it to be in the best interests of the College to become a member of the cooperative; and

WHEREAS, the Board of Trustees desire to authorize Highland Community College to enter into a Participation Agreement with Equalis, for the purpose of accessing available Equalis contracts for goods and services from awarded vendors.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Trustees authorizes entry into the Participation Agreement with Equalis Cooperative Purchase Group.
2. Highland Community College is hereby authorized to become a participating member of Equalis and to pursue, subject to any necessary future approval by the Board of

Trustees, contracts for goods and services through Equalis, which opportunities are similarly available to other governmental units.

3. The Chairman of the Board of Trustees is authorized to execute the proposed Participation Agreement with Equalis.

4. The Highland Community College Administration is further authorized to execute all documents and take all actions necessary to ensure that future contracts proposed to be entered into through the Equalis have been properly competitively bid and will be an efficient use of taxpayer resources.

Adopted this _____ day of August '2022.

Dated: _____

Secretary of the Board

Dated: _____

Board Chair



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, In consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:	Highland Community College		
Agency Type:	Education - Colleges & Universities		<input type="checkbox"/>
Agency Department:			
Street Address:	2998 West Pearl City Road		
City / St / Zip:	Freeport	IL	61032
Phone #:	815-599-342		
Federal Tax ID:	36-2616076		
Website URL:	www.highland.edu		

Primary Contact Information	
Name:	Jill Janssen
Title:	VP/CFO, Administrative Services
Phone #:	815-599-3412
Email:	Jill.Janssen@highland.edu
Which contract(s) are you interested in?:	Any that may become applicable for the College's needs.

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of Highland Community College, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	Chris Kuberski
Title:	President
Date:	

Signed: _____

**AGENDA ITEM #X-D-7
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$7,600,000 GENERAL OBLIGATION DEBT CERTIFICATES (LIMITED TAX) FOR THE PURPOSE OF RENOVATING, REPAIRING AND EQUIPPING DISTRICT FACILITIES, AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE COST OF PURCHASING REAL OR PERSONAL PROPERTY, OR BOTH, AND AUTHORIZING THE SALE OF SAID CERTIFICATES TO THE PURCHASER THEREOF

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

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, and for the issue of not to exceed \$7,600,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

BACKGROUND: The College has a need to renovate, improve, and equip college buildings through the purchase of equipment and completion of projects that are currently not in the operating budget. Issuance of debt certificates is the first step in a process that would allow the College to issue bonds to borrow those funds. Due to the tapering off of an existing bond issuance, the College's overall tax rate should remain in the same range as prior years.

BOARD ACTION: _____

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, and for the issue of not to exceed \$7,600,000 General Obligation Debt Certificates (Limited Tax) of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

* * *

WHEREAS, Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to renovate, repair and equip District facilities and improve the sites thereof (the "*Project*"), all for community college purposes and as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the "*Related Expenses*") and to the Agreement hereinafter provided for in this Resolution to be not less than \$7,600,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$7,600,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Chairman (the "*Chairman*") and Secretary (the "*Secretary*") of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$7,600,000:

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

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

Section 2. Authorization. It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Budget. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. Form of Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of _____, 20____, by and between the Treasurer of the Board of Trustees (the "*Board*") of the District (as hereinafter defined), as Nominee-Seller (the "*Seller*"), and Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, a community college district of the State of Illinois (the "*District*");

WITNESSETH

A. The Board has determined to renovate, repair and equip District facilities and improve the sites thereof (the "*Project*"), all for community college purposes and as previously approved by the Board and on file with the Secretary of the Board (the "*Secretary*").

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively "*Applicable Law*"), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 16th day of August, 2022, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the "*Resolution*") authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$ _____; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the

Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$ _____, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$ _____ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. **LAWFUL CORPORATE OBLIGATION**

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. **GENERAL COVENANT AND RECITAL**

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. **NO SEPARATE TAX**

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE

**LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE
HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chairman of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER: Signature: _____ **SPECIMEN**

Jill Janssen
as Nominee-Seller and the Treasurer of the
Board of Trustees

ATTEST:

SPECIMEN
Secretary, Board of Trustees

**COMMUNITY COLLEGE DISTRICT No. 519,
COUNTIES OF STEPHENSON, OGLE,
JO DAVIESS AND CARROLL AND STATE OF
ILLINOIS**

SPECIMEN
Chairman, Board of Trustees

ATTEST:

SPECIMEN
Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF STEPHENSON)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the "*Board*") of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), and as such officer I do hereby certify that on the ____ day of _____, 20__, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of _____, 20__, and entitled "INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois"; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 20__, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature, this ____ day of
_____, 20 ____.

SPECIMEN
Secretary, Board of Trustees

Section 6. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold certificates of the District, in one or more series, in a principal amount not to exceed \$7,600,000, and such certificates, if issued, shall be designated “General Obligation Debt Certificates (Limited Tax), Series 202[]” (the “*Certificates*”) with such additional series designations as set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (unless otherwise set forth in the Certificate Notification) (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on June 1 of each of the years (not later than 2032), in the amounts (not exceeding \$1,050,000 per year) and bearing interest at the interest rates per annum (not exceeding 5.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the

15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office or the principal corporate trust office (the "*Principal Office*") of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signatures of the Chairman and Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners. (a). General. The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the Principal Office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is

authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the Principal Office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. If requested by the Purchaser, upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman and Secretary and the President, Vice President of Administrative Services/CFO and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds

Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to

substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

Section 8. Redemption. (a) Optional Redemption. All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to

redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on the date specified in the Certificate Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on June 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular

Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding the failure to receive such notice, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any

Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED
No. ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF STEPHENSON, OGLE, JO DAVIEESS AND CARROLL

COMMUNITY COLLEGE DISTRICT NO. 519

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[]

See Reverse Side for
Additional Provisions

Interest Rate: ____% Maturity Date: June 1, 20__ Dated Date: _____, 20__ [CUSIP _____]

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office of _____, _____, as certificate registrar and paying agent (the "Certificate Registrar"). Payment of the installments of interest shall be made to the

Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF said Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN
Chairman, Board of Trustees

SPECIMEN
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN
Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:

This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 202[___], of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

as Certificate Registrar

By SPECIMEN
Authorized Officer

[Form of Certificate - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 519

COUNTIES OF STEPHENSON, OGLE, JO DAVIESS AND CARROLL AND STATE OF ILLINOIS

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 202[]

[6] This Certificate is one of a series of certificates issued by the District to renovate, repair and equip District facilities and improve the sites thereof, all for community college purposes, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of _____, 20__, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] [Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for

redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal [corporate trust] office of the Certificate Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of \$ _____ each and authorized integral multiples of \$ _____ in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. Either the Chairman or the Vice Chairman of the Board, together with either the President or Vice President of Administrative Services/Chief Financial Officer of the District (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 16th day of February, 2023, without any further authorization or direction from the Board, to sell the Certificates in one or more series upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 99.0% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser of a series of the Certificates shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“*PMA*”), the best bidder for the

Certificates; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of PMA that the sale of such Certificates on a negotiated or private placement basis to such Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chairman, the Treasurer, the President, the Vice President of Administrative Services/Chief Financial Officer of the District or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the

Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chairman, the Treasurer, the President of the District, the Vice President of Administrative Services/Chief Financial Officer of the District and any other officer of the District, as shall be appropriate, shall be and are each hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the Treasurer of the Board in connection with the issuance of the Certificates as required by Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerks of The Counties of Stephenson, Ogle, Jo Daviess and Carroll, Illinois; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose,

in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the "*Official Statement*") and the use by the District of any Term Sheet relating to the Certificates is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement, the Term Sheet and the Certificates.

Section 12. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "General Obligation Debt Certificate (Limited Tax) Fund of 202[___]" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund of 202[___]" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the

Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting

practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chairman, Secretary and Treasurer of the Board, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates

as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. Designation of Issue. The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 15. Reimbursement. With respect to expenditures for the Project paid with proceeds of the Certificates and within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Certificates in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Certificates to reimburse said expenditures.

Section 16. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 17. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 18. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking

shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19. Municipal Bond Insurance. In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman of the Board on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

Section 20. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 21st day of October, 2014, the Board adopted a record-keeping policy (the "*Policy*") in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 21. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 22. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted August 16, 2022.

Chairman, Board of Trustees

Secretary, Board of Trustees

EXHIBIT 1
WORK CONTRACTS

None

**AGENDA ITEM #X-D-8
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

TENTATIVE BUDGET FOR FISCAL YEAR 2023

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution regarding a Tentative Budget for 2022-2023 and setting the public hearing date thereon for September 27, 2022.

RESOLUTION: Be it resolved that the attached Tentative Budget for the fiscal year 2022-2023 be conveniently made available for public inspection after this date through September 27, 2022, and furthermore, that public notice be given of such hearing date at least 30 days prior to date of Public Hearing.

BACKGROUND: The Illinois Public Community College Act requires a budget in tentative form to be available for public review prior to a public hearing and adoption of the budget by the Trustees. Also, the Act requires public notification of such hearing date and the availability of the Tentative Budget for public inspection.

As in the past, adjustments will be made to the Tentative Budget prior to adoption of the Official Budget to be approved at the September 27, 2022, Board meeting. Any such changes will be fully explained to the Board at the time of adoption. These changes result from later, more definite information becoming available.

The Official Budget must be adopted no later than September 30 and submitted to the Illinois Community College Board no later than October 15.

The FY23 Operating Funds budget includes revenues amounting to \$14,896,071 and expenses amounting to \$15,001,629. At this time, it is estimated that ending Operating Funds fund balance at the end of FY23 will be \$6,666,060 or 44% of budgeted expenditures, which exceeds ICCB guidelines. As noted above, many adjustments will be made between the adoption of the tentative budget and the permanent budget. Fall semester enrollment levels, FY22 results and/or adjustments made as a result of the annual audit, and budget reductions made by budget managers will be incorporated into the permanent budget.

BOARD ACTION: _____

HIGHLAND COMMUNITY COLLEGE
TENTATIVE BUDGET
JULY 1, 2022 - JUNE 30, 2023

HIGHLAND COMMUNITY COLLEGE
Proposed Budget
Summary of 2022-2023
Estimated Revenues By Source

	Educational Fund	Operations & Maintenance Fund	Total Operating	Percent
LOCAL GOVERNMENT SOURCES				
Current Taxes	\$ 2,923,901	\$ 783,188	\$ 3,707,089	24.9%
Back Taxes	2,784,668	745,893	3,530,561	23.7%
Corporate Personal Prop. Replacement Tax	625,000	-	625,000	4.1%
Total Local Government	\$ 6,333,569	\$ 1,529,081	\$ 7,862,650	52.7%
STATE GOVERNMENTAL SOURCES				
ICCB Credit Hour Grants	1,274,865	-	1,274,865	8.7%
ICCB Equalization Grant	50,000	-	50,000	0.3%
ICCB Performance Based Grant	15,000	-	15,000	0.1%
ICCB Career/Tech Education	136,719	-	136,719	0.9%
Total State Government	\$ 1,476,584	\$ -	\$ 1,476,584	10.0%
FEDERAL GOVERNMENT SOURCES				
Financial aid	8,300	-	8,300	0.1%
Other federal sources	63,700	-	63,700	0.3%
Total Federal Government	\$ 72,000	\$ -	\$ 72,000	0.4%
STUDENT TUITION AND FEES				
Tuition	4,062,500	-	4,062,500	27.3%
Fees	874,400	-	874,400	5.9%
Total Tuition and Fees	\$ 4,936,900	\$ -	\$ 4,936,900	33.2%
OTHER SOURCES				
Facilities Rental	21,000	90,850	111,850	0.8%
Interest on Investments	7,000	-	7,000	0.0%
Other Revenue	408,787	20,300	429,087	2.9%
Total Other Sources	\$ 436,787	\$ 111,150	\$ 547,937	3.7%
Total 2022-2023 Budgeted Revenue	\$ 13,255,840	\$ 1,640,231	\$ 14,896,071	100.0%

HIGHLAND COMMUNITY COLLEGE
Summary of 2022-2023
Operating Budgeted Expenditures

	Educational Fund	Operations & Maintenance Fund	Total Operating	%
BY PROGRAM:				
Instruction	7,568,617	-	\$7,568,617	50.5%
Academic Support	983,251	-	983,251	6.6%
Student Services	1,335,922	-	1,335,922	8.9%
Public Services	824,560	-	824,560	5.5%
Oper./Maint. of Plant	-	1,401,814	1,401,814	9.3%
General Administration	1,628,088	-	1,628,088	10.9%
Institutional Support	1,342,877	-	1,342,877	9.0%
Transfers	(437,000)	-	(437,000)	-2.9%
Scholarships, Grants, Waivers	353,500	-	353,500	2.4%
Total 2022-2023 Budgeted Expenditures	13,599,815	1,401,814	15,001,629	100.0%
Less tuition chargeback	-	-	-	
Adjusted expenditures	\$ 13,599,815	\$ 1,401,814	\$ 15,001,629	
BY OBJECT:				
Salaries	\$9,274,409	\$600,422	\$9,874,831	65.8%
Employee Benefits	2,124,295	205,876	2,330,171	15.5%
Contractual Services	1,051,316	129,372	1,180,688	7.9%
General Materials and Supplies	753,803	181,607	935,410	6.2%
Conferences and Meetings	269,788	-	269,788	1.8%
Fixed Charges	62,390	-	62,390	0.4%
Utilities	19,425	562,291	581,716	3.9%
Capital Outlay	38,745	-	38,745	0.3%
Other	442,644	(277,754)	164,890	1.1%
Transfers	(437,000)	-	(437,000)	-2.9%
Total 2022-2023 Budgeted Expenditures	13,599,815	1,401,814	15,001,629	100.0%
Less tuition chargeback	-	-	-	
Adjusted expenditures	\$ 13,599,815	\$ 1,401,814	\$ 15,001,629	

**HIGHLAND COMMUNITY COLLEGE
2022-2023 Current Budgeted Expenditures
Educational Fund**

	<u>Appropriations</u>	<u>Totals</u>
<u>INSTRUCTION</u>		
Salaries	\$ 6,065,371	
Employee Benefits	1,125,031	
Contractual Services	108,544	
General Materials and Supplies	212,017	
Conference and Meetings	16,967	
Fixed Charges	7,000	
Utilities	825	
Capital Outlay	30,024	
Other	<u>2,838</u>	
 Total Instruction		 \$ 7,568,617
<u>ACADEMIC SUPPORT</u>		
Salaries	\$ 601,586	
Employee Benefits	157,603	
Contractual Services	24,710	
General Materials and Supplies	103,404	
Conferences and Meetings	94,722	
Capital Outlay	<u>1,226</u>	
 Total Academic Support		 983,251
<u>STUDENT SERVICES</u>		
Salaries	\$ 977,801	
Employee Benefits	293,543	
Contractual Services	30,748	
General Materials and Supplies	26,895	
Fixed Charges	6,250	
Capital Outlay	360	
Other	<u>325</u>	
 Total Student Services		 1,335,922

**Estimated Expenditures 2022-2023
Educational Fund (cont.)**

PUBLIC SERVICES

Salaries	\$	289,965
Employee Benefits		21,545
Contractual Services		420,775
General Materials and Supplies		26,065
Conferences and Meetings		44,750
Fixed Charges		15,260
Utilities		1,200
Other		<u>5,000</u>

Total Public Services \$ 824,560

GENERAL ADMINISTRATION

Salaries	\$	887,714
Employee Benefits		238,536
Contractual Services		190,166
General Materials and Supplies		284,524
Conferences and Meetings		22,042
Fixed Charges		480
Capital Outlay		1,135
Other		<u>3,511</u>

Total General Administration 1,628,088

INSTITUTIONAL SUPPORT

Salaries	\$	451,972
Employee Benefits		288,037
Contractual Services		276,373
General Materials and Supplies		100,898
Conference and Meetings		91,307
Fixed Charges		33,420
Utilities		17,400
Capital Outlay		6,000
Other		<u>77,470</u>

Total Institutional Support 1,342,877

**Estimated Expenditures 2022-2023
Educational Fund (Cont.)**

<u>SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS</u>	353,500
<u>TRANSFERS</u>	<u>(437,000)</u>
Total Educational Fund	<u>\$ 13,599,815</u>

2022-2023 Estimated Expenditures

Operations and Maintenance Fund

	<u>Appropriations</u>	<u>Totals</u>
<u>OPERATION & MAINT. OF PLANT</u>		
Salaries	\$ 600,422	
Employee Benefits	205,876	
Contractual Services	129,372	
General Materials and Supplies	181,607	
Utilities	562,291	
Other	<u>(277,754)</u>	
Total Operations and Maintenance of Plant		1,401,814

2022-2023 Operations and Maintenance Fund, Restricted

BUDGETED REVENUE

	<u>Revenues</u>	<u>Totals</u>
<u>LOCAL GOVERNMENTAL SOURCES</u>		
Current Taxes	\$ 500,000	
Back Taxes	457,500	
Bond Proceeds	7,245,000	
Total Local Governmental Sources		\$ <u>8,202,500</u>

BUDGETED EXPENDITURES

	<u>Appropriations</u>	<u>Totals</u>
<u>INSTITUTIONAL SUPPORT</u>		
Contractual Services	\$ 120,800	
Capital Outlay	<u>11,078,484</u>	
Total Expenditures		\$ <u>11,199,284</u>

2022-2023 Auxillary Enterprises Fund

BUDGETED REVENUE

	<u>Revenues</u>	<u>Totals</u>
<u>SALES AND SERVICE FEES</u>		
Activity Fee	\$ 450,000	
Bookstore Sales	425,000	
Athletics	41,040	
Other	<u>74,175</u>	
Total Revenue		\$ <u>990,215</u>

BUDGETED EXPENDITURES

	<u>Appropriations</u>	<u>Totals</u>
<u>STUDENT SERVICES</u>		
Salaries	\$ 331,100	
Employee Benefits	33,433	
Contractual Services	115,830	
General Materials and Supplies	542,860	
Conferences and Meetings	332,463	
Fixed Charges	13,459	
Capital Outlay	17,295	
Utilities	650	
Other	<u>26,373</u>	
Total Expenditures		\$ <u>1,413,463</u>

**2022-2023 Liability, Protection, and Settlement Fund
(SPECIAL LEVY TAX FUND)**

BUDGETED REVENUE

<u>LOCAL GOVERNMENTAL SOURCES</u>	<u>Revenues</u>	<u>Totals</u>
Current Taxes	\$ 697,500	
Back Taxes	<u>630,000</u>	
		<u>\$ 1,327,500</u>

BUDGETED EXPENDITURES

<u>INSTITUTIONAL SUPPORT</u>	<u>Appropriations</u>	<u>Totals</u>
Salaries	\$ 325,557	
Employee Benefits	308,274	
Contractual Services	389,425	
Materials & Supplies	16,300	
Conferences & Meetings	23,220	
Fixed Charges	251,122	
Utilities	<u>36,400</u>	
Total Expenditures		<u>\$ 1,350,298</u>

2022-2023 Audit Fund
(SPECIAL LEVY TAX FUND)

BUDGETED REVENUE

<u>LOCAL GOVERNMENTAL SOURCES</u>	<u>Revenues</u>	<u>Totals</u>
Current Taxes	\$ 34,000	
Back Taxes	<u>26,000</u>	
Total Local Governmental Sources		\$ <u>60,000</u>

BUDGETED EXPENDITURES

<u>INSTITUTIONAL SUPPORT</u>	<u>Appropriations</u>	<u>Totals</u>
Contractual Services	<u>\$ 57,000</u>	
Total Expenditures		\$ <u>57,000</u>

2022-2023 Bond and Interest Fund

BUDGETED REVENUE

	<u>Revenues</u>	<u>Totals</u>
<u>LOCAL GOVERNMENTAL SOURCES</u>		
Current Taxes	\$ 923,025	
Back Taxes	<u>908,025</u>	
 Total Local Governmental Sources		 <u>\$ 1,831,050</u>

BUDGETED EXPENDITURES

	<u>Appropriations</u>	<u>Totals</u>
<u>INSTITUTIONAL SUPPORT</u>		
Bond Principal & Interest	<u>1,776,050</u>	
 Total Institutional Support		 <u>\$ 1,776,050</u>

2022-2023 Restricted Purpose Fund**BUDGETED REVENUES**

	<u>Revenues</u>	<u>Totals</u>
<u>STATE GOVERNMENTAL SOURCES</u>		
ICCB-Vocational Education	\$ 153,441	
ICCB-Adult Education	253,516	
Other Ill. Governmental Sources	<u>131,865</u>	
		\$ 538,822
<u>FEDERAL GOVERNMENTAL SOURCES</u>		
Dept. of Education	\$ 3,671,193	
Other Federal Sources	<u>54,456</u>	
		3,725,649
<u>OTHER SOURCES</u>		
Student Tuition & Fees	\$ 551,000	
Sales & Service Fees	24,500	
Investment Revenue	20,000	
Nongovernmental Gifts, Grants	378,614	
Other Revenue	<u>298,951</u>	
		<u>1,271,065</u>
Grand Total		<u>\$ 5,535,536</u>

BUDGETED EXPENDITURES

	<u>Appropriations</u>	<u>Totals</u>
<u>INSTRUCTION</u>		
Salaries	\$ 352,621	
Employee Benefits	132,599	
Contractual Services	60,765	
General Materials & Supplies	64,086	
Conference & Meeting	44,785	
Utilities	720	
Capital Outlay	67,716	
Other	101,044	
Transfers	<u>77,000</u>	
Total Instruction		\$ 901,336

**Budgeted Expenditures
Restricted Purposes Fund (Cont.)**

ACADEMIC SUPPORT

Contractual Services	\$	21,280	
General Materials & Supplies		6,220	
Conference & Meeting		2,500	
Total Academic Support		<u>2,500</u>	\$ 30,000

STUDENT SERVICES

Salaries	\$	335,532	
Employee Benefits		104,816	
Contractual Services		6,816	
General Materials & Supplies		86,116	
Conference & Meeting		34,054	
Capital Outlay		2,500	
Other		85,097	
Total Student Services		<u>85,097</u>	\$ 654,931

PUBLIC SERVICES

Salaries	\$	65,102	
Employee Benefits		9,841	
Contractual Services		28,309	
General Materials & Supplies		28,266	
Conference & Meeting		13,431	
Fixed Charges		26,108	
Utilities		4,152	
Capital Outlay		3,610	
Other		10,250	
Transfers		(40,000)	
Total Public Services		<u>(40,000)</u>	149,069

GENERAL ADMINISTRATION

Salaries	\$	433,767	
Employee Benefits		69,486	
Contractual Services		158,090	
General Materials & Supplies		92,175	
Conference & Meeting		47,626	
Fixed Charges		650	
Capital Outlay		995,604	
Other		39,542	
Transfers		390,000	

Total General Administration	2,226,940
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**Budgeted Expenditures
Restricted Purposes Fund (Cont.)**

INSTITUTIONAL SUPPORT

Salaries	\$	89,703	
Employee Benefits		28,934	
Contractual Services		549,834	
General Materials & Supplies		3,050	
Conference & Meeting		300	
Other		650	
Total Institutional Support			<u>672,471</u>

SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS

Salaries		79,947	
Financial Aid		<u>2,588,010</u>	
Total Scholarships, Grants & Waivers			<u>2,667,957</u>

GRAND TOTAL

\$ 7,302,704

Schedule I

HIGHLAND COMMUNITY COLLEGE
Operating Funds (Education and Oper. & Maint. Funds Combined)
Comparison of Budget with End-of-Year
FY2022 & FY2023

	FY21 Actual	FY22 Adopted Budget	FY22 End-of-Yr. Projection	FY23 Tentative Budget
Local Taxes	\$6,588,341	\$6,770,780	\$6,883,049	\$7,237,650
Credit Hour Grants	1,251,848	1,232,526	1,291,881	1,274,865
Equalization	50,000	50,000	50,000	50,000
ICCB Career/Tech Education	131,003	128,361	128,361	136,719
ICCB Performance	-	-	14,820	15,000
CPP Replacement Tax	600,593	625,000	1,298,591	625,000
Federal Sources	52,344	55,000	65,531	72,000
Tuition & Fees	4,660,684	4,410,000	4,508,354	4,936,900
Sales & Services	20,928	27,150	49,522	29,550
Facilities Revenue	96,244	111,550	95,253	111,850
Interest on Investments	3,732	7,000	12,537	7,000
Gifts	488,454	300,000	323,672	355,161
Miscellaneous	94,063	44,626	74,834	44,376
Total Revenue	\$14,038,234	\$13,761,993	\$14,796,405	\$14,896,071
<u>EXPENDITURES:</u>				
Salaries	\$9,128,742	\$9,699,734	\$9,279,765	\$9,874,831
Employee Benefits	2,230,027	2,312,285	2,232,388	2,330,171
Contractual Services	795,405	865,583	1,080,297	1,180,688
Materials & Supplies	686,596	866,357	695,530	935,410
Conference & Meeting	54,651	252,197	150,412	269,788
Fixed Charges	49,018	59,700	55,054	62,390
Utilities	621,461	659,325	695,942	581,716
Capital Outlay	42,302	49,225	53,009	38,745
Other Expenditures	155,751	142,356	150,172	164,890
Federal relief lost revenue	(1,359,389)	(988,531)	(905,072)	-
Transfers Out	143,424	56,600	414,000	-
Transfers In	(62,886)	(212,838)	(142,371)	(437,000)
Total Expenditures	\$12,485,102	\$13,761,993	\$13,759,126	\$15,001,629
Excess of Revenues Over Expenditures	\$1,553,132	\$0	\$1,037,279	(\$105,558)
Beginning Fund Balance	4,181,207	5,734,339	5,734,339	6,771,618
Ending Fund Balance	\$5,734,339	\$5,734,339	\$6,771,618	\$6,666,060

Schedule II

**HIGHLAND COMMUNITY COLLEGE
BUDGETED REVENUE COMPARISON**

	Adopted Budget 2021-2022		Tentative Budget 2022-2023	
	Total Operating Funds	Percent	Total Operating Funds	Percent
LOCAL GOVT.				
Current taxes	\$3,418,909	24.8%	\$3,707,089	24.9%
Back taxes	3,351,871	24.4%	3,530,561	23.7%
Corp PP tax	625,000	4.5%	625,000	4.1%
Total Local Govt.	\$7,395,780	53.7%	\$7,862,650	52.7%
STATE GOVT.				
ICCB	\$1,232,526	9.0%	\$1,274,865	8.7%
Equalization	50,000	0.4%	50,000	0.3%
Performance	-	0.0%	15,000	0.1%
ICCB Career/Tech Ed	128,361	0.9%	136,719	0.9%
Total State Govt.	\$1,410,887	10.3%	\$1,476,584	10.0%
FEDERAL GOVT.				
Dept of Ed	\$0	0.0%	\$8,300	0.1%
Other Federal sources	\$55,000	0.4%	\$63,700	0.3%
Total Fed. Govt.	\$55,000	0.4%	\$72,000	0.4%
TUITION & FEES				
Tuition	\$3,780,055	27.5%	\$4,062,500	27.3%
Fees	629,945	4.6%	874,400	5.9%
Total Tuition & Fees	\$4,410,000	32.0%	\$4,936,900	33.2%
OTHER				
Facilities	\$111,550	0.8%	\$111,850	0.8%
Interest	7,000	0.1%	7,000	0.0%
Other	371,476	2.7%	429,087	2.9%
Total Other	\$490,026	3.6%	\$547,937	3.7%
TOTAL BUDGETED REVENUE	\$13,761,693	100.0%	\$14,896,071	100.0%

Schedule III

HIGHLAND COMMUNITY COLLEGE
Comparison of Operating Funds Budgets
2021-2022 vs. 2022-2023

	Adopted Budget 2021-2022		Tentative Budget 2022-2023	
	Amount	% to Total	Amount	% to Total
BY PROGRAM:				
Instruction	\$7,564,605	55.0%	\$7,568,617	50.5%
Academic Support	958,267	7.0%	983,251	6.6%
Student Services	1,241,665	9.0%	1,335,922	8.9%
Public Services	562,915	4.1%	824,560	5.5%
Oper./Maint. of Plant	1,439,580	10.5%	1,401,814	9.3%
General Administration	1,489,241	10.8%	1,628,088	10.9%
Institutional Support	1,282,989	9.3%	1,342,877	9.0%
Federal relief lost revenue	(988,531)	-7.2%	-	0.0%
Transfers	(156,238)	-1.1%	(437,000)	-2.9%
Scholarships, Grants, Waivers	367,500	2.7%	353,500	2.4%
Total Budgeted Expenditures	\$13,761,993	100.0%	\$15,001,629	100.0%
BY OBJECT:				
Salaries	\$9,699,734	70.5%	\$9,874,831	65.8%
Employee Benefits	2,312,285	16.8%	2,330,171	15.5%
Contractual Services	865,583	6.3%	1,180,688	7.9%
General Materials and Supplies	866,357	6.3%	935,410	6.2%
Conferences and Meetings	252,197	1.8%	269,788	1.8%
Fixed Charges	59,700	0.4%	62,390	0.4%
Utilities	659,325	4.8%	581,716	3.9%
Capital Outlay	49,225	0.4%	38,745	0.3%
Other	142,356	1.0%	164,890	1.1%
Federal relief lost revenue	(988,531)	-7.2%	-	0.0%
Transfers	(156,238)	-1.1%	(437,000)	-2.9%
Total Budgeted Expenditures	\$13,761,993	100.0%	\$15,001,629	100.0%

Schedule IV

**HIGHLAND COMMUNITY COLLEGE
Equalized Assessed Valuation
2022-2023 Projection**

	Year	EAV	Year to Year % Increase (Decrease)
Actual:	1991-92	688,974,542	3.9%
	1992-93	730,931,344	6.1%
	1993-94	781,717,951	6.9%
	1994-95	840,383,689	7.5%
	1995-96	923,327,827	9.9%
	1996-97	995,518,257	7.8%
	1997-98	1,068,756,929	7.4%
	1998-99	1,143,125,502	7.0%
	1999-2000	1,205,197,717	5.4%
	2000-2001	1,255,623,585	4.2%
	2001-2002	1,298,774,630	3.4%
	2002-2003	1,347,623,431	3.8%
	2003-2004	1,401,819,720	4.0%
	2004-2005	1,417,065,616	1.1%
	2005-2006	1,489,291,126	5.1%
	2006-2007	1,595,858,829	7.2%
	2007-2008	1,726,413,030	8.2%
	2008-2009	1,852,555,264	7.3%
	2009-2010	1,874,499,116	1.2%
	2010-2011	1,846,385,233	-1.5%
	2011-2012	1,783,112,157	-3.4%
	2012-2013	1,723,242,610	-3.4%
2013-2014	1,653,203,596	-4.1%	
2014-2015	1,651,976,422	-0.1%	
2015-2016	1,660,234,440	0.5%	
2016-2017	1,687,148,342	1.6%	
2017-2018	1,721,936,668	2.1%	
2018-2019	1,769,991,166	2.8%	
2019-2020	1,823,037,288	3.0%	
2020-2021	1,888,378,143	3.6%	
2021-2022	1,989,048,380	5.3%	
Est	2022-2023	2,088,500,799	5.0%

Summary of EAV

By County	Actual 2020-2021	Actual 2021-2022	% Increase	Estimated 2022-2023	% Increase (Decrease)
Stephenson	685,056,505	718,229,267	4.8%		
Ogle	147,749,242	157,436,758	6.6%		
Carroll	297,034,632	309,669,704	4.3%		
Jo Davless	758,537,764	803,712,651	6.0%		
Total EAV	\$1,888,378,143	\$1,989,048,380	5.3%	\$2,088,500,799	5.0%

Schedule V

HIGHLAND COMMUNITY COLLEGE
Levy
2022-2023 Projection

EDUCATIONAL FUND

	Back Taxes	Current Taxes	Total
2021 EAV/100 x \$.28 x .5	\$2,784,668		\$2,784,668
2022 est EAV/100 x \$.28 x .5		\$2,923,901	2,923,901
Total Taxes	\$2,784,668	\$2,923,901	\$5,708,569

BUILDING FUND

2021 EAV/100 x \$.075 x .5	\$745,893		\$745,893
2022 est EAV/100 x \$.075 x .5		\$783,188	783,188
Total Taxes	\$745,893	\$783,188	\$1,529,081

TAX RATE PER \$100 EAV

Levy Year	EAV	Bond and Interest Fund							Total Rate		
		Operating Fund	Special Levy	Bldg. Bonds	Working Cash Fund Bonds	Protection, Health, or Safety Bonds	Eqpt. Bonds	Funding Bonds		Bonds Total	Protection Health, or Safety Levy
2012	1,723,242,610	0.3550	0.0629		0.03846		0.01848		0.0569	0.0029	0.4778
2013	1,653,203,593	0.3550	0.0600		0.0227		0.03764		0.0603	0.0091	0.4845
2014	1,651,978,422	0.3550	0.0601		0.04199		0.02013		0.0621	0.0061	0.4833
2015	1,680,234,440	0.3550	0.0599		0.09938		0.0039		0.1033	0.0482	0.5684
2016	1,687,148,342	0.3550	0.0599		0.06011		0.03937		0.0995	0.0474	0.5608
2017	1,721,936,668	0.3550	0.0611		0.03907		0.06092		0.0990	0.03954	0.5546
2018	1,769,991,166	0.3550	0.061		0.0374		0.0614		0.0988	0.04104	0.5558
2019	1,823,037,288	0.3550	0.0677				0.0322	0.0647	0.0989	0.05	0.5696

HIGHLAND COMMUNITY COLLEGE

Summary of Fiscal Year 2023 Budget by Fund

	General		Capital Projects	Proprietary Fund
	Education Fund	Operations & Maint. Fund	Operations & Maint. (Restricted)	Auxiliary Fund
Est. Beginning Balance	\$4,685,005	\$2,086,613	\$4,054,016	\$1,471,701
Budgeted Revenues	13,255,840	1,840,231	8,202,500	990,215
Budgeted Expend.	14,036,815	1,401,814	11,199,284	1,413,463
Budgeted Transfers to Other Funds				
Budgeted Transfers from Other Funds	437,000			
Budgeted Ending Bal.	\$4,341,030	\$2,325,030	\$1,057,232	\$1,048,453

	Special Revenue			Debt Service	
	Restricted Purposes Fund	Audit Fund	Liability, Protection, & Settlement Fund	Working Cash Fund	Bond and Interest Fund
Est. Beginning Balance	\$2,297,807	(\$2,785)	\$414,929	\$10,338,286	\$870,056
Budgeted Revenue	5,535,536	60,000	1,327,500	15,200	1,831,050
Budgeted Expend.	6,875,704	57,000	1,350,298	5,200	1,776,050
Budgeted Transfers to Other Funds	467,000			10,000	
Budgeted Transfers from Other Funds	40,000				
Budgeted Ending Bal.	\$530,639	\$215	\$392,131	\$10,338,286	\$925,056

The Official Budget, which is accurately summarized in this document, was approved by the Board on August 16, 2022.

ATTEST: _____
 Secretary, Board of Trustees

**AGENDA ITEM #X-D-9
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

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

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the June 2022 bills, including Board travel.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 354125 through 354470 amounting to \$953,961.46, Automated Clearing House (ACH) debits W0000631 through W0000632 amounting to \$64,433.18, Other Debits D0000115 amounting to \$52.34, and Electronic Refunds of \$2,373.93, with 3 adjustments of \$619.69, such warrants amounting to \$1,020,201.22. Transfers of funds for payroll amounted to \$901,242.92

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$31,772.24 and \$32,660.94. Other Debits consist of replenishing petty cash in the Cashier's office. Electronic Refunds are issued to students. June had three payrolls.

BOARD ACTION: _____

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

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$309,716.66	\$15,416.68	\$0.00	\$325,133.34
FIFTH THIRD	31,612.25	0.00	17,904.92	13,707.33
UNION LOAN AND SAVINGS	176,211.76	2.64	0.00	176,214.40
TOTAL ASSETS	\$517,540.67	\$15,419.32	\$17,904.92	\$515,055.07
1010 HCC ORCHESTRA	\$0.00			\$0.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	0.00			0.00
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	65,204.86			65,204.86
1017 HCC ROAD AND LOT	97,781.81	5,000.00		102,781.81
1018 YMCA ROAD AND LOT	92,781.19	416.68		93,197.87
1019 YMCA BLDG/MAINT	60,743.89			60,743.89
1020 HCC BLDG/MAINT	68,972.13	10,000.00		78,972.13
1021 YMCA/HCC INTEREST	100,444.54	2.64		100,447.18
1022 HCC SECTION 125 PLAN	31,612.25		17,904.92	13,707.33
1023 Ic3SP CAREER SERVICES	0.00			0.00
TOTAL	\$517,540.67	\$15,419.32	\$17,904.92	\$515,055.07

**AGENDA ITEM #X-D-10
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

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

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the July 2022 bills, including Board travel.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 354471 through 354739 amounting to \$1,633,339.06, and Electronic Refunds of \$30,118.03, with 7 adjustments of \$3,739.42, such warrants amounting to \$1,659,717.67. Transfers of funds for payroll amounted to \$585,461.74

Electronic Refunds are issued to students. Financial Aid disbursed Pell in July.

BOARD ACTION: _____

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

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$325,133.34	\$0.00	\$0.00	\$325,133.34
FIFTH THIRD	11,091.67	0.00	0.00	11,091.67
UNION LOAN AND SAVINGS	176,216.88	0.00	0.00	176,216.88
TOTAL ASSETS	\$512,441.89	\$0.00	\$0.00	\$512,441.89
1010 HCC ORCHESTRA	\$0.00			\$0.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	0.00			0.00
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	65,204.86			65,204.86
1017 HCC ROAD AND LOT	102,781.81			102,781.81
1018 YMCA ROAD AND LOT	93,197.87			93,197.87
1019 YMCA BLDG/MAINT	60,743.89			60,743.89
1020 HCC BLDG/MAINT	78,972.13			78,972.13
1021 YMCA/HCC INTEREST	100,449.66			100,449.66
1022 HCC SECTION 125 PLAN	11,091.67			11,091.67
1023 Ic3SP CAREER SERVICES	0.00			0.00
TOTAL	\$512,441.89	\$0.00	\$0.00	\$512,441.89

**AGENDA ITEM #XI-A
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY22**

**TREASURER'S REPORT
COMPARISON OF BUDGET WITH END-OF-YEAR PROJECTIONS**

- The Comparison of Budget with End-of-Year Projections is an estimate of the FY22 results in the Operating Funds.
- Corporate Personal Property Replacement Tax (CPPRT) is estimated to be about 100% (\$674,000) more than budgeted. CPPRT includes replacement tax imposed on the net Illinois income of C-Corporations, Partnerships, Trusts, and S-Corporations, invested capital tax, electricity distribution tax, and telecommunications infrastructure maintenance fees. The tax is collected at the state level and distributed to taxing bodies. The revenue for FY22 was higher than expected at the state level, and all community colleges experienced higher than expected levels.
- Actual Tuition & Fees revenue is estimated to be about 2.2% (\$98,000) more than budgeted. An estimated 1.6% decrease in unrestricted certified credit hours from FY21 is the main cause of this variance. A 5% decrease had been included in the FY22 budget. In addition, truck driving revenue was about 2.5 times higher than budgeted.
- Non-governmental gifts and grants include the Foundation's programmatic gifts and the drawdown of \$325,000 from the Matching Grant. Additional restricted gifts were received from the Foundation and are accounted for in the College's Restricted Purposes Funds.
- It is projected that actual total revenue will be about 7.5% or \$1,034,000 more than the amount budgeted.
- The salaries and benefits expenditure line items are expected to be under budget due to employee turnover and vacancies. In addition, some COVID-mitigation duties and some faculty overload (for extra sections due to social distancing needs) were allocated to federal relief funds, as appropriate.
- Several line items are under budget due to the impact of the COVID-19 response. Materials & Supplies and Conference & Meeting were reduced due to the continued remote teaching/working and cancelation of travel.
- Federal relief lost revenue is the allocation of institutional Federal Higher Education Emergency Relief Funds to offset lost revenue due to the pandemic. The difference between the College's average credit hours for the past five years as compared to the

current year was multiplied by the current tuition and fee rates to calculate this amount. We have closely followed federal guidance in computing the amount, however it is possible the auditors may adjust upon their review.

- The Transfers In/Out line item includes transfers of net investment income from the Working Cash fund and transfers to the Restricted Fund for Adult Education and to the Operations and Maintenance, Restricted Fund and Auxiliary Fund to supplement those operations.
- It is projected that total expenditures will be about the same as budgeted. The net result for the fiscal year is expected to be an operating surplus of about \$1,037,000. This amount will likely change as year-end adjustments are made and as the financial results are audited.

AGENDA ITEM #XI-A
AUGUST 16, 2022
HIGHLAND COMMUNITY COLLEGE
FY22

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
Comparison of Budget with End-of-Year Projections
July 1, 2021 - June 30, 2022

REVENUE:	FY22 Adopted Budget	FY22 End-of-Year Projection	Difference	Percent
Local Taxes	\$6,770,780	\$6,883,049	\$112,269	101.7%
Credit Hour Grants	1,232,526	1,291,881	59,355	104.8%
Equalization	50,000	50,000	-	100.0%
ICCB Career/Tech Education	128,361	128,361	-	100.0%
ICCB Performance	-	14,820	14,820	100.0%
CPP Replacement Tax	625,000	1,298,591	673,591	207.8%
Federal Sources	55,000	65,531	10,531	119.1%
Tuition & Fees	4,410,000	4,508,354	98,354	102.2%
Sales & Services	27,150	49,522	22,372	182.4%
Facilities Revenue	111,550	95,253	(16,297)	85.4%
Interest on Investments	7,000	12,537	5,537	179.1%
Non-Govt. Gifts, Grants	300,000	323,672	23,672	107.9%
Miscellaneous	44,626	74,834	30,208	167.7%
Total Revenue	\$13,761,993	\$14,796,405	\$1,034,412	107.5%
EXPENDITURES:				
Salaries	\$9,699,734	\$9,279,765	(\$419,969)	95.7%
Employee Benefits	2,312,285	2,232,388	(79,897)	96.5%
Contractual Services	865,583	1,080,297	214,714	124.8%
Materials & Supplies	866,357	695,530	(170,827)	80.3%
Conference & Meeting	252,197	150,412	(101,785)	59.6%
Fixed Charges	59,700	55,054	(4,646)	92.2%
Utilities	659,325	695,942	36,617	105.6%
Capital Outlay	49,225	53,009	3,784	107.7%
Other Expenditures	142,356	150,172	7,816	105.5%
Federal relief lost revenue	(988,531)	(905,072)	83,459	100.0%
Transfers (In) Out	(156,238)	271,629	427,867	-173.9%
Total Expenditures	\$13,761,993	\$13,759,126	(\$2,867)	100.0%
Excess of Revenues Over Expenditures	\$0	\$1,037,279	\$1,037,279	
Beginning Fund Balance	5,734,339	5,734,339		
Ending Fund Balance	\$5,734,339	\$6,771,618		