

HIGHLAND COMMUNITY COLLEGE
District #519

AGENDA

Board of Trustees Meeting
November 22, 2022 – 4:00 p.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois

Public access to the meeting is provided online via
<https://highland.zoom.us/j/88320472535?pwd=SmdzVjE3cDRVenFlaFBYRm5sV2VlOT09>
or by phone at 312-626-6799 using meeting ID 883 2047 2535 and Passcode 643643

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. **Public Hearing Concerning the Intent of the Board of Trustees to Sell \$8,150,000 Funding Bonds for the Purpose of Paying Claims Against the District**
- IV. **Public Hearing Concerning the Tax Levy**
- V. Approval of Minutes: October 18, 2022 Regular Meeting
- VI. Public Comments
- VII. Introductions
- VIII. Audit Report
- IX. Budget Report
- X. Foundation Report
- XI. Consent Items
 - A. Academic (None)
 - B. Administration (None)
 - C. Personnel
 - 1. Part-time Instructors, Overload, and Other Assignments (Page 1)
 - D. Financial (None)
- XII. Main Motions
 - A. Academic (None)
 - B. Administration
 - 1. Second Reading – Revised Policy 4.095: Leave, Vacation – Administrative/Professional/Classified Employees (Page 4)
 - 2. Second Reading – Revised Policy 4.121: Leave, Bereavement – Full-time/Part-time Active Employees (Page 7)
 - 3. Second Reading – New Policy 4.122: COVID-19 Administrative Leave (Page 10)

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.

4. First Reading – New Policy 1.111: Board Member Attendance by a Means Other Than Physical Presence (Page 14)

C. Personnel

1. Appointment: Student Success Coach (Page 16)
2. Revised Job Description: Coordinator, Student Success (Page 17)
3. New Job Description: Director, TRIO Educational Opportunity Centers (EOC) (Grant Funded) (Page 20)
4. Appointment: Head Coach/Coordinator, Sports Information and Intramurals (Page 23)

D. Financial

1. Service Agreement with Interact Communications for General Marketing Media Buy (Page 24)
2. Acceptance of Proposal: Building “S” (Sports Center/YMCA) Roof Top Unit (RTU) Replacement Project (Page 35)
3. Resolution Authorizing Project “Building F Hallway Accessibility Renovation” and to Authorize Approval for a Health and Safety Levy (Page 39)
4. Resolution Authorizing Project “Building F Pavement Replacement” and to Authorize Approval for a Health and Safety Levy (Page 42)
5. Resolution Authorizing Project “Building H Chiller Replacement” and to Authorize Approval for a Health and Safety Levy (Page 45)
6. Education and Building Fund Levy (Page 48)
7. Insurance Levy (Page 51)
8. Audit Levy (Page 54)
9. Social Security and Medicare Levy (Page 56)
10. Acceptance of FY22 Annual Audit (Page 58)
11. Approval of Compensation Agreement with Cottingham and Butler for Consulting and Advisory Services (Page 59)
12. Payment of Bills and Agency Fund Report – October 2022 (Page 66)

XIII. Reports

- A. Treasurer’s Report: Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 68)
- 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)*

XIV. 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

XV. 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. Appointment: Vice President/Chief Academic Officer (CAO), Academic Services (Page 77)
 - 2. President's Contract (Page 78)
- B. Collective Negotiating Matters
 - 1. Custodial/Maintenance Contract (Page 91)
 - 2. Memorandum of Understanding (MOU) Between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957 Regarding Extension of Academic Technology Resources Vacancy Interim Plan (Page 137)

XVI. Old Business

XVII. New Business

XVIII. Dates of Importance

- A. Next Quarterly Board Retreat – December 14, 2022 at 8:00 a.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- B. Next Regular Board Meeting – January 24, 2023 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228)

XIX. Adjournment

**AGENDA ITEM #XI-C-1
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

PART-TIME INSTRUCTORS, OVERLOAD, AND OTHER ASSIGNMENTS

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

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

BOARD ACTION: _____

Fall 2022				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Lifelong Learning								
Dale	Anderson	3633	PERS036HCC	Metal Detecting Basics				\$ 50.00
Corey	Engel	3692	PERS032ZCC	Pickleball				\$100.00
Corey	Engel	3691	PERS032XCC	Pickleball				\$100.00
Corey	Engel	3690	PERS032WCC	Pickleball				\$100.00
Corey	Engel	3805	PERS37WCC	Pickleball				\$100.00
Preseton	Engel	3805	PERS037WCC	Pickleball				\$100.00
Preseton	Engel	3690	PERS032WCC	Pickleball				\$100.00
Preston	Engel	3691	PERS032XCC	Pickleball				\$100.00
Preston	Engel	3692	PERS032ZCC	Pickleball				\$100.00
Amy	Goldberg	3669	PERS036SCC	Learn to Play Mah Jongg				\$200.00
Amy	Goldberg	3875	PERS035ACC	Learn to Play Mah Jongg				\$50.00
Roger	Hicks	3657	PERS036ICC	Welding for Garden Art				\$470.00
Mark	Peterson	3628	PERS037KCC	World War I Overview				\$41.25
Mark	Peterson	3629	PERS037LCC	Assassination of Lincoln				\$41.25
Mark	Peterson	3626	PERS037ICC	Cahokia and the Mississippian Culture				\$41.25
Mark	Peterson	3624	PERS037GCC	History of Slavery				\$41.25
Mark	Peterson	3627	PERS037JCC	Civilian Conservation Corps/Tour				\$41.25
Kerrylyn	Rodriguez	3685	PERS034ACC	Putting your End of Life Affairs In Order				\$60.00
Mary	Stayner	3681	PERS032UCC	Art of Zentangle				\$160.00
Mary	Stayner	3663	PERS036OCC	Healing Art of Zentangle				\$120.00
Miscellaneous								
Todd	Vacek		Thomson Cohort Supervision					\$80.00
Thompson	Brandt	3166	MUS268Y1B	Music of the USA		3	\$678.37	\$2,035.11
Heidi	Spotts-Manthey	3174	MUS267Y1B	Intro to Music		3	\$602.00	\$1,806.00
Cassie	Mekeel	3451	NURS109HBB	BNA		1.66	\$1,356.73	\$2,252.18
						3	\$1,492.40	\$4,477.20
						0.84	\$1,628.07	\$1,367.58
Roberta	Andrews		MATHY2B	MAC Lab		2	\$532.00	\$1,064.00
Mark	Miller		MATHY2F	MAC Lab		2	\$602.00	\$802.67*
Ellen	McGinnis		MATH E2	MAC Lab		2	\$540.00	\$1,080.00
Ellen	McGinnis		MATH C2	MAC Lab		2	\$540.00	\$1,080.00
Ellen	McGinnis		MATH A2	MAC Lab		2	\$540.00	\$1,080.00
Nancy	Luepke		MATH Y2D	MAC Lab		2	\$540.00	\$1,080.00
Nancy	Luepke		MATH F2	MAC Lab		2	\$540.00	\$1,080.00
Nancy	Luepke		MATH D2	MAC Lab		2	\$540.00	\$1,080.00
Steve	Mihina	3184	MATH132A	Portion of Applied Practical Math		1.55	\$1,356.73	\$2,102.94
Chad	Boudreau	3336	HLTH212VM	First Aid		2	\$602.00	\$1,204.00
Jeremy	Monigold	3251	INFT141Y1	Int. Excel		1	\$1,492.40	\$1,193.92*
James	Palmer	3437	AUTM237 & 238	Electronic Engine Controls & Lab		3	\$1,356.73	\$2,727.03*
Aaron	Sargent	3597	MTEC101A	Int. GD/T		1	\$1,628.07	\$1,302.46*
				Engine Components/Construction & Lab				
Kristin	Stinnet	3441	AUTM122 & 122			3	\$1,356.73	\$2,279.31*
Todd	Vacek	3417	WELD232N	Int. Welding/Fabrication		1.18	\$1,356.73	\$1,600.94
						2.72	\$1,492.40	\$4,059.32
*Pro rated based on enrollment								

FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Other Assignments								
Jenny	Dallio		Volleyball official for 10/4/22 game					\$ 130.00
Kristin	Martin-Fry		Volleyball official for 10/4/22 game					\$ 130.00
Joshua	King-Slowinski		LifeLong Learning Instructor 9/20/22 and 9/27/22					\$ 388.00
Catherine	Urban		LifeLong Learning Instructor 9/30/22					\$ 385.00
Mitchell	Lauer		Volleyball official for 10/12/22 game					\$ 130.00
Kristin	Martin-Fry		Volleyball official for 10/12/22 game					\$ 130.00
John	Hartman		Piano tuning					\$ 325.00
Joshua	King-Slowinski		LifeLong Learning Instructor 10/4/22 and 10/11/22					\$ 720.00
Jenny	Dallio		Volleyball official for 10/19/22 game					\$ 130.00
Roger	Thinnes		Volleyball official for 10/19/22 game					\$ 130.00
Kelly	Ellinor		Worked the table for four VB games in October					\$ 120.00
Eric	Katzenberger		Worked the table for two VB games in October					\$ 60.00
Mitchell	Lauer		Volleyball official for 10/22/22 game					\$ 130.00
Courtney	Miller		Worked the table for one VB game in October					\$ 30.00
Bradley	Patterson		Volleyball official for 10/22/22 game					\$ 130.00
Bill	Pospischil		Worked the table for two VB games in Oct and one WBB game					\$ 105.00
Morgan	Wagner		Worked the table for three VB games in October					\$ 90.00
Gary	Besley		Saxophone for From Stage & Screen concert					\$ 175.00
Travis	Cunningham		Trumpet for From Stage & Screen concert					\$ 175.00
Susan	Kuhlmyer		Saxophone for From Stage & Screen concert					\$ 175.00
Brian	Nissen		Bass for From Stage & Screen concert					\$ 175.00
Lindsay	Petty		Clarinet for From Stage & Screen concert					\$ 175.00
William	Piper		Trombone for From Stage & Screen concert					\$ 175.00
Glenn	Smith		Trumpet for From Stage & Screen concert					\$ 175.00
Jon	Watson		Drums for From Stage & Screen concert					\$ 175.00

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

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

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

BACKGROUND: The recommended updates will increase the number of carryover vacation days allowed for administrative, professional, and classified employees. The recommendation is in keeping with other colleges.

After the October 18, 2022, regular Board meeting, it was found that the first sentence of the Recommendation of the President listed the policy number as 4.084, although it was listed correctly on the agenda and corresponding agenda item as 4.095. The policy number in the recommendation above has been corrected for second reading and is the only change made since Trustees approved the first reading at their October regular meeting.

BOARD ACTION: _____

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

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

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

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

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

Full-time administrative employees earn 21 vacation days per year (accrued at 1.75 days per month).

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

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

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

Consideration will be given to all requests for vacation time and the employee's preference will be respected wherever practicable. However, the College reserves the right to deny requests which may jeopardize the operation of the College. Competitive requests for the same time off may be decided on the basis of employee seniority within the institution.

A full-time classified or professional employee with up to 15 years of employment may carry over up to ~~ten~~ 10 vacation days into the next fiscal year. A full-time classified or professional employee after 15 years of employment and administrative employees may carry over up to twenty 20 vacation days into the next fiscal year.

A regular part-time employee with up to 15 years of employment working 32 hours per week but less than 40, may carry over up to eight vacation days. A part-time employee after 15 years of employment working 32 hours per week but less than 40, may carry over up to sixteen 16 vacation days into the next fiscal year.

Any employee who resigns, retires or is terminated shall be granted full pay for earned, unused vacation time. If more vacation time is used than earned when an employee resigns, retires or is terminated, it will be deducted from the last pay. If the employee does not have

enough earnings available in their last pay check to cover unaccrued, used vacation time, the employee will be expected to make arrangements to repay the College.

**AGENDA ITEM #XII-B-2
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING – REVISED POLICY 4.121
LEAVE, BEREAVEMENT – FULL-TIME/PART-TIME ACTIVE EMPLOYEES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading revised policy 4.121, Leave, Bereavement – Full-Time/Part-Time Active Employees, which is included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: The recommended changes meet State regulatory requirements and allow greater flexibility in the event an employee needs to use bereavement days non-consecutively.

No additions or revisions have been made since Trustees approved the first reading at their October 18, 2022, regular meeting.

BOARD ACTION: _____

4.121 Leave, Bereavement—Full-Time/Part-Time Active Employees (revised)

Full-time Active Employees

The College will grant one day paid leave for bereavement of extended family: aunt, uncle, cousin, niece or nephew. Three ~~consecutive~~ days paid leave for family including brother or sister-in-law, son or daughter-in-law, mother or father-in-law, grandparent or grandparent-in-law or grandchild. Five ~~consecutive~~ days paid leave for immediate family: spouse or Civil Union partner, child (biological, adopted, foster, step, legal ward, or a child for whom the employee stood in loco parentis), parent, sibling, stepsibling, stepparent. Bereavement leave days cannot be accrued and must be taken within 30 calendar days from the first bereavement day taken to the last bereavement day taken.

Under the Illinois Family Child Bereavement Leave Act, after 1,250 hours of service with an employer during the prior 12-month period an employee is eligible for two weeks (10 working days) of unpaid leave following the death of a child, stepchild, spouse, domestic partner, sibling, parent or step-parent, mother-in-law or father-in-law, grandchild or grandparent.

Unpaid leave time may be used to

- Attend the funeral or alternative to a funeral of a covered family member;
- Make arrangements necessitated by the death of the covered family member;
- Grieve the death of the covered family member; or
- Be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Employees ~~The first five days~~ will be paid as noted above and the remaining ~~five~~ days will be unpaid. Employees meeting the eligibility requirements of the Illinois Family Child Bereavement Leave Act, may elect to substitute other paid leave they have accrued, such as sick, vacation or personal days, for any unpaid portion of the leave. Leave under the Illinois Family Child Bereavement Act must be completed within 60 days after the date an employee receives notice of the death of the child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act.

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

Resources. The supervisor should consult with Human Resources in special circumstances.

Part-time Active Employees

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

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

**AGENDA ITEM #XII-B-3
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SECOND READING – NEW POLICY 4.122
COVID-19 ADMINISTRATIVE LEAVE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 4.122, COVID-19 Administrative Leave, which will be included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: This new policy is recommended in order to meet regulatory requirements.

No additions or revisions have been made since Trustees approved the first reading at their October 18, 2022, regular meeting.

BOARD ACTION: _____

4.122 *Leave, COVID-19 Administrative Leave* ()

A. Scope

1. This policy applies to all employees, specifically all persons employed by Highland Community College on or after the effective date of the amendatory Act of the 1-2nd General Assembly, April 5, 2022.

B. Objectives

1. The Public Community College Act is amended by adding Sections 3-29.20 and 3-29.25. Highland Community College recognizes the benefit of reimbursing employees for sick time that was used during the 2021-2022 academic year for COVID-19 related illness and providing paid administrative leave due to a public health emergency related to COVID-19.

C. Sick Leave

Any sick leave used by an employee of Highland Community College shall be returned to the employee if the employee receives all doses required to be fully vaccinated against COVID-19, if:

1. The sick leave was taken because the employee was restricted from being on Highland's campus because the employee:
 - A. Had a confirmed positive COVID-19 diagnosis via a molecular amplification diagnostic test, such as a polymerase chain reaction (PCR) test for COVID-19;
 - B. Had a probable COVID-19 diagnosis via an antigen diagnostic test;
 - C. Was in close contact with a person who had a confirmed case of COVID-19 and was required to be excluded from Highland's campus; or
 - D. Was required by Highland policy to be excluded from College property due to COVID-19 symptoms; or
2. The sick leave was taken to care for a child of the employee who was unable to attend elementary or secondary school because the child:
 - A. Had a confirmed positive COVID-19 diagnosis via a molecular amplification diagnostic test, such as a polymerase chain reaction (PCR) test for COVID-19;
 - B. Had a probable COVID-19 diagnosis via an antigen test;
 - C. Was in close contact with a person who had a confirmed case of COVID-19 and was required to be excluded from school; or
 - D. Was required by the school or school district policy to be excluded from school district property due to COVID-19 symptoms.

Leave shall be returned to an employee provided that the employee has received all required doses to meet the definition of "fully vaccinated against COVID-19" no

later than 5 weeks after the effective date, April 5, 2022, of this amendatory ACT of the 102nd General Assembly.

Human Resources has returned sick leave compliant with this policy.

D. Paid Administrative Leave

- a. During any time when the Governor has declared a disaster due to a public health emergency pursuant to Section 7 of the Illinois Emergency Management Agency Act, Highland Community College, the State or any of its agencies, or a local public health department has issued guidance, mandates, or rules related to COVID-19 that restrict an employee of SRC from being on college property and:
- b. The leave is needed because the employee is restricted from being on SRC property because the employee:
- c. Has a confirmed positive COVID-19 diagnosis via a molecular amplification diagnostic test, such as a polymerase chain reaction (PCR) test for COVID-19;
- d. Has a probable COVID-19 diagnosis via an antigen diagnostic test;
- e. Is in close contact with a person who had a confirmed case of COVID-19 and is required to be excluded from Highland's campus; or Highland policy to be excluded from Highland's campus due to COVID-19 symptoms; or
- f. The leave is needed to take care of a child of the employee who is unable to attend elementary or secondary school because the child:
- g. Has a confirmed positive COVID-19 diagnosis via a molecular amplification diagnostic test, such as a polymerase chain reaction (PCR) test for COVID-19;
- h. Has a probable COVID-19 diagnosis via an antigen test;
- i. Is in close contact with a person who has a confirmed case of COVID-19 and is required to be excluded from school; or
- j. Is required by the school or school district policy to be excluded from school district property due to COVID-19 symptoms.
- k. The employee shall receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the Department of Public Health. Such leave shall be provided to an employee for any days for which the employee is required to be excluded from Highland's campus or the employee's child is unable to attend elementary or secondary school due to reasons related to COVID-19. To be eligible to receive paid administrative leave if the request is because the employee was restricted from being on Highland's campus, the employee must:
- l. Be fully vaccinated no later than 5 weeks after the effective date, April 5, 2022, of this amendatory ACT of the 102nd General Assembly;
- m. Provide proof of the employee's positive COVID-19 test result within two college days of the request for leave. If a previous positive COVID-19 diagnosis was in the past ninety days, a medical note or isolation order confirming that the employee should be excluded from campus must be provided; or
- n. Provide a quarantine order from the State or Local Health Department due to a COVID-19 exposure.

- o. To be eligible to receive paid administrative leave if the request is to care for a child of the employee who is unable to attend elementary or secondary school, the employee must:
- p. Be fully vaccinated no later than 5 weeks after the effective date, April 5, 2022, of this amendatory ACT of the 102nd General Assembly;
- q. Provide proof that the child attends elementary or secondary school;
- r. Provide proof of the child's positive COVID-19 test result within two college days of the request for leave. If a previous positive COVID-19 diagnosis was in the past ninety days, a medical note, note from the school, or isolation order confirming that the child should be excluded from school property must be provided; or
- s. Provide a letter from the secondary or elementary school or State of Local Health Department requiring the child to quarantine or be excluded from school property (with dates of exclusion) based on being a close contact with a person who is a confirmed case of COVID-19 or due to COVID-19 related symptoms.

E. Definitions

Fully vaccinated against COVID-19: Two weeks after receiving the second dose in a 2-dose series of a COVID-19 vaccine authorized for emergency use, licensed, otherwise approved by the United States Food and Drug Administration; or two weeks after receiving a single dose of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the United States Food and Drug Administration. Should the Centers for Disease Control and Prevention of the United States Department of Health and Human Services update the definition of "fully vaccinated against COVID-19" to include booster dose(s), this policy will adopt the new definition and employees who have not received the recommended booster dose(s) by 5 weeks after the Department of Public Health adopts the revised definition of "fully vaccinated against COVID-19" are not considered fully vaccinated for determining eligibility for future paid administrative leave.

**AGENDA ITEM #XII-B-4
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – NEW POLICY 1.111
BOARD MEMBER ATTENDANCE BY A MEANS OTHER THAN
PHYSICAL PRESENCE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading new policy 1.111, Board Member Attendance by a Means Other Than Physical Presence, which will be included in Chapter I, Board of Trustees, of the policy manual.

BACKGROUND: The recommended new policy meets State regulatory requirements found in the Illinois Open Meetings Act. Currently, through the Governor's Executive Order, trustees may attend the Board meetings electronically because of the disaster proclamation. The new policy would permit this practice, in certain situations, after the disaster proclamation expires.

BOARD ACTION: _____

1.111 *Board Member Attendance by a Means Other Than Physical Presence*
(Adopted)

In accordance with the Illinois Open Meetings Act [5 ILCS 120/7], Board members may be permitted to attend, participate, and vote at meetings by telephone conference call or other electronic means under the following conditions:

- A. If a quorum of Board members is physically present at a Board meeting, a majority of the Board may vote to allow a Board member who is not physically present to attend the meeting by other means (i.e., video or audio conference) if the member is prevented from physically attending because of:
 - 1. personal illness or disability;
 - 2. employment purposes or the business of the College; or
 - 3. a family or other emergency.
- B. If a Board member wishes to attend a meeting by other means, the Board member must notify the Board Secretary of the College before the meeting unless advance notice is impractical.

**AGENDA ITEM #XII-C-1
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
STUDENT SUCCESS COACH**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Heather Wagner as the full-time, Student Success Coach, beginning November 28, 2022 at a FY23 salary of \$44,575, plus appropriate fringe benefits. This is a full-time, exempt professional position and is within the FY23 budget.

BACKGROUND: Ms. Wagner comes to Highland from FHN Family Counseling Center, where she has served as the Operations Leader for the past six years. In addition, she held other positions at FHN Counseling Center as a Compliance and EMR Specialist and as an Outpatient Counselor. In these roles, Ms. Wagner supervised and coached a support staff team, interpreted and analyzed data, implemented process improvement initiatives to improve outcomes, and provided case management and community support services for a large caseload of patients. Prior to joining FHN, Ms. Wagner was employed as a Community Resource Specialist at Voices Domestic Violence Agency for two years. She provided case management to transitional housing clients and referred clients to community agencies and service providers based on needs.

Heather Wagner has a Master's in Business Administration from Walden University and a Bachelor of Science degree in Family Consumer Science Family Life Education from the University of Wisconsin, Stevens Point.

Through Ms. Wagner's experience at FHN Counseling Center and Voices, she brings solid transferable skills such as case management, coaching and mentoring, and continuous process improvement. These skills make her an excellent choice for the position.

BOARD ACTION: _____

**AGENDA ITEM #XII-C-2
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED JOB DESCRIPTION
COORDINATOR, STUDENT SUCCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Coordinator, Student Success with placement remaining at range 27 on the Highland Salary Range Table. This is a full-time, exempt professional position and is included in the FY23 budget.

BACKGROUND: The incumbent in this position was promoted internally and the job description was reviewed prior to advertising for the position. As a result of the review, the number of credit hours that the position is required to teach each semester was reduced to two credit hours. Furthermore, the use of student surveys and assessment to assist with retention was added as an essential function.

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: Coordinator, Student Success*

GENERAL STATEMENT OF RESPONSIBILITIES: To promote student success and increase student retention by coordinating academic support programs such as Early Alert, FYES, and Supplemental Instruction.

PRINCIPAL DUTIES: (essential functions)

- Working with the Director, Retention and Learning Services, provides leadership in developing and implementing a comprehensive academic support system for Highland students.
- Supports student retention efforts by meeting with “at-risk” students including those on financial aid and academic probation, managing Early Alert referrals, assessing needs, consulting with instructors, developing learning strategies and working with them to become more resilient learners.
- In relation to LIBS 199 (First Year Experience), plans course curriculum, chooses course materials, reserves facilities, secures guest speakers, chairs FYES Advisory Committee, and leads academic assessment process across FYES courses.
- Supports Testing Center operations, including administering a variety of tests.
- Serves as primary liaison with departmental administrators and faculty members for academic support programs.
- Delivers up to 4-two credit hours of FYES courses each semester, conducts workshops, develops curriculum, tracks student progress and interacts with instructors and students.
- Hires, supervises, trains, prepares work schedules, and evaluates FYES instructors and Supplemental Instruction staff.
- Gathers and analyzes data associated with academic support and academic programs including FYES, Early Alert, and Supplemental Instruction to inform decision making.
- Researches best practices of Early Alert, Supplemental Instruction, and First Year Experience programming to make recommendations for improvements.
- Utilizes student survey and individualized student assessment data to support student retention.
- Promotes First Year Experience courses, Early Alert Program, and Supplemental Instruction campus wide.
- Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of principles and practices of testing and student assessment.

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

Knowledge of instructional techniques and processes.
 Knowledge of practices and processes of curriculum development and implementation.
 Knowledge of principles and practices in working with a diverse student population.
 Knowledge of principles and practices of supervising and evaluating staff.
 Knowledge of utilizing data to make informed decisions.
 Knowledge of computer operations and software applications.

Skill in developing and evaluating curriculum, delivering instruction and assessing learning.
 Skill in providing special instruction to diverse student populations.
 Skill in supervising, assigning and reviewing the work of others.
 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 orally and in writing.
 Skill in interpersonal and public speaking.
 Skill in establishing and maintaining effective relationships with a diverse population of co-workers and others.

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

MINIMUM QUALIFICATIONS: Master's degree in developmental education 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, Learning and Transitional Education Services

APPOINTED BY: President

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 4710

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

LAST REVISED: ~~10/26/21~~ 11/22/22 *[Pending Board Approval]

**AGENDA ITEM #XII-C-3
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**NEW JOB DESCRIPTION
DIRECTOR, TRIO EDUCATIONAL OPPORTUNITY CENTERS (EOC)
(GRANT FUNDED)**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached new job description for Director, TRIO Educational Opportunity Centers (EOC) with placement at range 31 on the Highland Salary Range Table. This is a full-time, exempt professional, grant-funded position and is included in the FY23 budget. This position is dependent upon continued grant funding.

BACKGROUND: The TRIO EOC grant was recently awarded to the College. The goal of the EOC program is to increase the number of adult participants who enroll in postsecondary education institutions by providing counseling and information on college admissions to qualified adults who want to enter or continue a program of postsecondary education. The program also delivers services to improve the financial and economic literacy of participants.

The director position will ensure that the EOC program is implemented and maintained to provide eligible TRIO participants a connection to college and community resources leading to college enrollment by managing the execution of the project's activities, goals, and objectives as outlined in the grant-funded proposal, federal regulations/guidelines, and Highland Community College policies and priorities. The Vice President, Student Development and Support Services will provide administrative oversight of the grant program, with the Director, Enrollment and Records and Director, TRIO Services jointly providing guidance and training in relation to the position's responsibilities and functions.

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: Director, TRIO Educational Opportunity Centers (EOC) (Grant Funded)*
THIS POSITION WILL BE FUNDED ON THE AVAILABILITY OF GRANT FUNDS.**

GENERAL STATEMENT OF RESPONSIBILITIES: Ensures that the EOC program is implemented and maintained to provide eligible TRIO participants a connection to college and community resources that lead to college enrollment and support college persistence.

PRINCIPAL DUTIES: (essential functions)

- Ensures that the EOC program is implemented in full compliance with the Higher Education Opportunity Act of 2008, the EOC Program regulations, the Education Department General Administrative Regulations (EDGAR), and all other applicable federal regulations and requirements.
- Manages the implementation of the project's activities, goals, and objectives as outlined in the grant-funded proposal, federal regulations/guidelines, and Highland Community College policies and priorities.
- Develops and administers the program budget. Monitors and manages grant funds.
- Oversees and assists with the maintenance and monitoring of recordkeeping to ensure an efficient system that facilitates program planning and evaluation and tracking of services to students.
- Evaluates program processes and procedures; plans, develops and presents recommendations regarding program administration.
- Trains, supervises and evaluates the work performance of assigned employees. Recommends an employee for promotion, reassignment, discipline and termination.
- Conducts in-service staff training. Encourages input from EOC staff to facilitate ongoing program review and retention improvement.
- Collaborates with appropriate College and administrative units as well as with key stakeholders and the Federal Department of Education.
- Conducts research and planning necessary to facilitate program evaluation and reporting. Oversees and assists with the evaluation process, and handles the annual performance review/report and consultant visits.
- Creates and maintains an EOC implementation manual and implements a systemic plan for data collection
- Leads the EOC Advisory Board and actively participates as a member of the grant proposal design and development team.
- Represents the College at various meetings on and off campus.
- Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of programs, practices, and techniques to increase educational success of high risk students.

Knowledge of assessment and advising techniques and degree requirements.

Knowledge of team building methods.

Knowledge of computer hardware and software applications.

Knowledge of budget management, grant administration, revenue sources and the financial management of a public program.

Knowledge of personnel management and supervisory principles and practices.

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

Knowledge of utilizing data to make informed decisions.

Skill in assessing and reporting the program's goals and objectives.

Skill in advising and counseling high risk students.

Skill in creating and analyzing accounts and other financial reports.

Skill in designing, managing and/or implementing student support services or similar projects.

Skill in communicating effectively orally and in writing.

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

Skill in developing, implementing and evaluating policies and procedures.

Skill in effectively managing staff, delegating tasks and authority, evaluating and managing staff performance, and training personnel.

Skill in operating a computer and software applications.

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. Must be able to work a flexible schedule.

MINIMUM QUALIFICATIONS: Master's degree in higher education, social work, counseling, education, or related field, and two (2) years of experience designing, managing, or implementing EOC, TRIO, or similar programs that serve underrepresented groups, preferably low-income, disabled, and/or first-generation students, with prior experience in a supervisory role OR an equivalent combination of education and experience that provide the required knowledge and skills. Personal background of overcoming barriers that are similar to participants preferred.

REQUIRED LICENSE/CERTIFICATION: Must possess a valid Illinois Driver's License.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: Vice President, Student Development and Support Services with functional supervision provided by Director, Enrollment and Records and the Director, TRIO Services.

APPOINTED BY: Board of Trustees

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 6265

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

ADOPTED: 11/22/22 *[Pending Board Approval]

**AGENDA ITEM #XII-C-4
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
HEAD COACH/COORDINATOR, SPORTS INFORMATION AND INTRAMURALS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Luke Norman as the full-time Head Coach/Coordinator, Sports Information and Intramurals, beginning November 28, 2022, at a FY23 salary of \$44,655, plus appropriate fringe benefits. This is a full-time, exempt professional position and is within the FY23 budget.

BACKGROUND: Luke Norman has been serving as Highland's Men's Basketball Coach since 2020 and teaching physical education courses on a part-time basis since 2019. In addition, he has taught physical education and health education classes at Legacy Academy of Excellence Charter School in Rockford, Illinois, for the past few years. At Eastern Illinois University (EIU) in Charleston, Illinois, Mr. Norman served as the General Manager-Athletic Corporate Sponsorships, Assistant Men's Basketball Coach, and in Athletic Operations and Event Management. In these capacities, Mr. Norman maintained and managed 65 Corporate Sponsorship accounts; planned, organized, and developed strategies for games and practice; coordinated all game travel responsibilities, including transportation, lodging, meals, and itineraries; and served as game-day administrator for 20 NCAA Division I Sports.

Mr. Norman obtained his Associate of Arts degree from Highland. While pursuing his degree he played basketball and was named to the NJCAA Academic All-American Team. He was awarded his Master's of Science degree in Sports Administration and his Bachelor of Science in Sports Management from EIU where he also played basketball and was named to the National Association of Basketball Coaches Honors Court.

Mr. Norman's skills and experience in coaching and teaching, knowledge of Highland practices and processes, and connections to our community make him an outstanding choice for the position.

BOARD ACTION: _____

**AGENDA ITEM #XII-D-1
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE**

**SERVICE AGREEMENT WITH INTERACT COMMUNICATIONS
FOR GENERAL MARKETING MEDIA BUY**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approves the attached agreement between Highland Community College and Interact Communications for the execution of a general marketing media buy including Facebook, TikTok, display, and SEM advertising in the amount of \$30,210.04. Interact's media management fee and reporting services are included in the cost of the agreement. The media buy will extend from January through August 2023.

BACKGROUND: Highland Community College worked with Interact Communications to develop a brand statement, creative, initial brand campaign, marketing plan, and marketing recommendations in 2021 and 2022. One component of the marketing plan recommendation was to engage prospects year-round through social media platforms, digital, and SEM marketing. Highland's Director of Marketing & Community Relations worked with Interact to develop a service agreement that was within the FY23 budget. This agreement will be a continuation of the digital media buy currently in place with Interact through the end of the calendar year. This proposal will expand the number of platforms Highland is utilizing for outreach to prospective students and diversify the target demographics of HCC's social media and digital advertising plan.

BOARD ACTION: _____

Highland Community College

General Marketing Media Buy —

January 2023 to August 2023

31 October 2022

Prepared by:

Michele Byrd
Director of Communications

michele.byrd@interactcom.com

904-720-6243





Christopher Salazar
Account Coordinator

christopher.salazar@interactcom.com

210-347-4413

interact
2-YEAR COLLEGE EXPERTS

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Letter of Interest

Interact Communications, Inc., a full-service marketing and communications company, is grateful for the invitation to provide this proposal to continue our partnership with Highland Community College to bolster your marketing efforts. We are honored and humbled to offer our team of two-year college experts to boost HCC further and drive enrollment, providing a team with an unmatched breadth of experience with two-year college marketing and digital advertising.

This is a pivotal moment in the community college landscape. Colleges across the country are adapting to the post-COVID world and are additionally trying to recapture the current generation who forwent attending college right out of high school. Interact looks to be at the forefront of that conversation, leading those efforts and driving enrollment. Furthermore, community colleges still compete with an ill-founded, yet often-present bias towards four-year schools, while also combatting an enrollment decline that is averaging 8 percent across the nation, which is higher than that faced by other segments of higher education.

These conditions, along with Highland Community College's unique needs, define the need for a partner with deep expertise and experience in creating and managing a comprehensive marketing strategy that effectively defines and connects the student journey from awareness to application for a complex community college system while communicating your college's unique brand propositions to your communities.

Plus, we already know a little bit about you and the communities you serve. We at Interact Communications are proud to support Highland Community College with your latest communications and marketing efforts. Working collaboratively with you and the marketing team at Highland, we developed an exciting new branding message, "It's All Here", and going forward we would be honored to collaborate with HCC to leverage our tagline.

Interact carries a passion for the community college mission — a mission that serves those who are too often left behind, providing them with the opportunity to transform their lives through access to higher education and career training. Now it is time to turn up the emotional dial several notches as we drive this message home to the individuals who can attend Highland Community College.

We look forward to this next journey with the Highland team.

Warm regards,



Christopher D. Salazar
Account Coordinator
christopher.salazar@interactcom.com
210-347-4416

Proposal of Services

Media Buy Services

Interact Communications takes great pride in our targeted and highly effective media buying services. We realize great results for colleges throughout the country and serve college advertisements in small as well as large media markets. This is another effective tool to revive interest after the loss of enrollments during the COVID-19 pandemic. We have also created effective messaging and realize tremendous reach in traditional radio, online video and radio, cable TV, social media, outdoor, custom digital display, geofencing, pay-per-click, and over-the-top (OTT) advertising.

For Highland's campaign, Interact recommends the following tactics for the media buy to provide effective continuous coverage:

DIGITAL BUDGETS 2023	Jan	Feb	March	April	May	June	July	Aug	Totals
Facebook	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 9,600.00
Display	\$ 408.70	\$ 408.70	\$ 408.70	\$ 408.70	\$ 408.70	\$ 408.70	\$ 408.70	\$ 408.70	\$ 3,269.60
TikTok						\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 5,400.00
SEM	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00
Media Management Fee									\$ 3,940.44
Totals	\$ 2,608.70	\$ 2,608.70	\$ 2,608.70	\$ 2,608.70	\$ 2,608.70	\$ 4,408.70	\$ 4,408.70	\$ 4,408.70	\$ 30,210.04

*Media buy timeframe will be adjusted based on date of receipt of signed contract and payment of buy in full.

Please note that all media buys must be prepaid before placement.

We have have selected PPC, display/OTT, Facebook + Instagram, YouTube, and TikTok to run year-round. These platforms will give Highland the best coverage, reaching both traditional and nontraditional audiences where they are most likely to see our marketing efforts based on both local and national Media Prefs data. Additionally, at the request of the client, we are running two separate flights on Snapchat and Spotify during key registration times to bolster our efforts.

Media Buy: \$26,269.60

Media Management Fee (15%): \$3,940.44

Total Cost: \$30,210.04

Reporting Services

Interact Communications will provide Highland Community College with a monthly report detailing the progress of the previous month's media buys. This report will be shared approximately the 15th of each month. Additionally, at the client's request, the client and Interact will meet monthly via Zoom to discuss the report and any necessary changes to creative or tactics.

Total Cost: Included with the media buy

Summary of Costs

Item	Cost
Media Buy	\$28,269.60
Management Fee (15%)	\$3,940.44
Total:	\$30,210.04

Terms

Appointment of Agency. Upon contract signature, client will appoint Agency as Client's creative services agency in connection with the events, products, and/or services of Client described in Scope of Work document.

Scope of Services. Agency will provide Client with the services provided in the Scope of Work which is incorporated into this Agreement. Should Client request Agency to perform additional services beyond the scope of those identified in the Scope of Work, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for such additional services will be set forth in writing executed by both parties and considered an Addendum to this Agreement.

Intellectual Property Ownership.

Subject to the limitations set forth in Section 3(b) of this Agreement, all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, computer programs, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency shall be the property of the Client provided: (1) such Work Product is accepted by the Client within two (2) months of being proposed by Agency; and (2) Client has paid all fees and costs associated with creating, or, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain the Agency's property. Subject to and upon fulfillment of the foregoing conditions, all title and interest in Work Product shall vest in Client as "works made for hire" within the meaning of the United States copyright laws. To the extent that the title to any such Work shall not be considered a work made for hire pursuant to law, Agency transfers and assigns its rights in such Work to Client upon the fulfillment of conditions 1 and 2 set forth in this Section 3(a).

It is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the third-party licensor at the conclusion of the term of such third-party license. In those instances, Client agrees that it remains bound by the terms of such third-party licenses. Agency will keep Client informed of any such limitations.

Agency shall be permitted to display all completed Work Product, after such Work Product is accepted and implemented by Client, in Agency's work portfolio in print, digital, and online formats for Agency's promotional purposes, including the submission of any completed and published Work Product in any relevant award competitions. Client grants to Agency a limited license to display the completed, accepted, and implemented Work Product for such purpose.

Compensation and Billing Procedure. Agency will be compensated, and Client will be billed a flat fee of 50% upon contract signing and 50% upon completion of each deliverable, on a monthly basis. The entirety of the buy (hard costs and management fees) will be invoiced 100% at contract signing. Payment terms are prepayment of any media prior to placement.

Client Approvals and Authority. Client shall provide timely approvals of Agency work and timely responses to Agency inquiries related to all aspects of the Work. Client shall designate in writing the individual or individuals with whom the Agency will communicate regarding all aspects of the Work or this Agreement. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Work, or a delay in the completion date of the Work, Client shall be solely responsible for such increased costs and delayed completion dates, and agrees to pay the associated increased fees and costs to Agency. Agency requires, and Client agrees to pay, a work re-start fee in the event Client has delayed approvals, information, or communication for a period in excess of 30 days. Client will also assume responsibility for any increased fees or costs or delayed work completion by third parties arising out of any delayed grant of necessary authority or approvals.

Commitments to Third Parties.

- Client appoints Agency as its agent for all purchases of media, production costs, engagement of talent, or other services and materials required to fulfill the Agreement or produce the Work Product. Client shall promptly notify Agency of its desire to cancel any such authorization, whereupon on receipt of written notice of such cancellation, Agency will take all appropriate steps to effect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result, including the securing of a written release of Agency by the third party vendor and/or payment in full of all charges incurred by Agency.
- For all media, production services, talent engagement, or other services or materials purchased by Agency on Client's behalf, Client agrees that Agency shall be held liable for payments only to the extent proceeds have cleared from Client to Agency for such third party purchase or expense; otherwise, Client agrees to be solely liable to the media or other relevant third party ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media and other relevant third parties to Sequential Liability.

Amendments. Any amendments to this Agreement must be in writing and signed by Agency and Client.

Signature

Any other services that Highland Community College requires outside of the stated parameters of this contract will be furnished at our best client pricing. Any changes to the contract will be noted and will require signed authorization in the form of a change order. All media is to be paid 100% before placement.

This agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein.

Agreed to on behalf of:

Highland Community College

Name/Title

Signature

Date

Agreed to on behalf of:

Interact Communications

Anthony Jones, VP Technology & Operations



31 October 2022

Thank you!

We look forward to continuing our partnership with
Highland Community College!

Michele Byrd

904-720-6243

michele.byrd@interactcom.com

Christopher Salazar

210-347-4416

christopher.salazar@interactcom.com

Angelina Devairakkam

240-405-6644

angelina.devairakkam@interactcom.com



interact

2-YEAR COLLEGE EXPERTS

**AGENDA ITEM #XII-D-2
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF PROPOSAL
BUILDING “S” (SPORTS CENTER/YMCA) ROOF TOP UNIT (RTU)
REPLACEMENT PROJECT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the proposal from Helm Service of Freeport, IL of \$123,587.00 for Building “S” (Sports Center/YMCA) Roof Top Unit (RTU) replacements.

BACKGROUND: Four of the current roof top units on the Sports building are approximately 25 years old, failing more frequently, and recently, repair parts have become obsolete. The proposal from Helm Service is for the complete replacement of these four units and all associated work, as listed. While the dollar amount of the proposal exceeds bidding requirements, our membership with Equalis Group – Cooperative Purchasing Organization satisfies the State of Illinois bidding requirements and allows us to forego the usual architect/engineer design costs and bidding process and contract directly with Helm Service, with whom we have had a satisfactory, long-term relationship.

This project will be funded by the joint Agency Fund between the College and the YMCA. Adequate funding is available in the Agency Fund for this project. The YMCA Board approved this expenditure at their meeting on October 27, 2022.

Lead time on new equipment is currently 20-26 weeks from order submittal.

BOARD ACTION: _____



Helm Service
2279 E Yellow Creek Rd
PO Box 690
Freeport, IL 61032
815-235-1955
www.helmgroup.com

October 27, 2022

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

Re: Replacement RTU units on Sports / YMCA Building Highland College

Dear Kurt,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

► Proposed Project #1 BUDGET Proposal for RTU Replacement on The YMCA Building

- Lock out tag out the utilities to the existing RTUs
- Furnish (4) new Trane Roof Top unit Packaged units with curb adapters
- Utilize a rental crane to remove the old units and rig the new units into position
- New Units require a curb adapters, this adapter might shift the units profile higher than it is currently
- Reconnect all electrical and utility feeds to the new unit
- New units to have bacnet capability for reconnection to the existing BAS system
- Note: Permit is included in proposed price
- Electrical reconnection included in project price
- This scope above will be the same for all (4) Roof Top units
- Units to be replaced are as follows :
- Existing Carrier Model #50HJQ012 Ser # 497G304460
- Existing Carrier Model #50HJQ012 Ser # 497G304461
- Existing Carrier Model #50HJQ012 Ser # 497G304462
- Existing Carrier Model # 50HJQ016 Ser #3897F96982
- Owners Training on these new units
- Turnover the O&M manuals for the new unit
- Manufactures warranty applies : 1 year parts , 5 year compressor warranty
- Lead time 20 -26 weeks from manufacture

☐► Total for Proposed Project #1 as per scope above.....(Tax Excluded).....\$123,587.00

Clarifications:

- Please note –We are not responsible for delays in equipment/material deliveries due to COVID-19. With current environment, pricing is subject to change pending any equipment cost increases.
- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.
- Proposal valid for 30 days.



Mechanical Inc, along with other Helm Group companies, have been rebranded as a single entity. Our services and commitment to our customers remain unchanged.



Helm



Helm Service
2279 E Yellow Creek Rd
PO Box 690
Freeport, IL 61032
815-235-1955
www.helmgroupp.com

Exclusions:

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Electrical wiring of any kind unless otherwise noted above
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Roofing, cutting, patching, flashing, painting.
- Permits, Bonds , Inspection fees unless otherwise stated above
- All work associated with Fire/Life Safety, including Interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Structural building/walls; cutting, patching, and coring.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior o start of Job.

Thank you for the opportunity. We look forward to working with you.

Pattie Krippendorf
Vice President
HELM –Mechanical
Cell 815-297-6110
e: pattie@helmgroupp.com

Aaron Spray
Project Sales Engineer
HELM – Mechanical
815-238-1030
e: Aspray@helmgroupp.com

Date

Signature of Authorization to proceed with selected scope above



Mechanical Inc, along with other Helm Group companies, have been rebranded as a single entity. Our services and commitment to our customers remain unchanged.



Helm



CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Helm Service, until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service, as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Helm Service a Certificate of Insurance providing General Comprehensive and Independent Contractors Liability with minimum limits of 500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service. In operation until the customer has approved and accepted same and paid Helm Service the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

Initials _____

Date _____

* Please Return Initialed Document with Proposal To Helm Service



**AGENDA ITEM #XII-D-3
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT "BUILDING F HALLWAY
ACCESSIBILITY RENOVATION" AND TO AUTHORIZE APPROVAL FOR A
HEALTH AND SAFETY LEVY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for Building F Hallway Accessibility Renovation in the amount of \$121,000 and approves a levy of health and safety funds to finance the project.

BACKGROUND: The rear hallway in the Fine Arts building behind the theatre stage is not readily ADA accessible. This project would rearrange the east end of the hallway and entry to the stair to the loft to create an accessible ramp at this end of the hallway.

This project will be funded with Protection, Health, and Safety monies. In accordance with the Community College Act, a tax will be levied for tax year 2022 that will not require extension of a tax rate in excess of .05% of the value of all taxable property in the District. It is estimated that the total levy will amount to \$1,000,000, with the Project Building F Hallway Accessibility Renovation amounting to \$121,000. Two additional projects, Project Building H Chiller Replacement amounting to \$694,500 and Project Building F Pavement Replacement, amounting to \$184,500, are also being recommended as a health and safety project.

With the tax year 2022 levy, the College aims to maintain the same overall tax rate as the prior year.

BOARD ACTION: _____

**RESOLUTION AUTHORIZING PROJECT “BUILDING F HALLWAY
ACCESSIBILITY RENOVATION” AND TO AUTHORIZE
APPROVAL OF HEALTH AND SAFETY TAX LEVY**

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

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

WHEREAS, Richard L. Johnson Associates recommends completion of Project Building F Hallway Accessibility Renovation, a project which will substantially upgrade the College’s Building F Hallway; and,

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

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

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

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

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

SECTION 4: To finance the Project, the Board of Trustees hereby levies upon all the taxable property of the District, at the full cash value thereof as equalized or assessed by the Department of Revenue, for the year 2022, to be collected in the year 2023; and that the levy for the year 2022 be allocated 50% for FY23 and 50% for FY24 as a special tax for health and safety purposes in the amount not to exceed the sum of \$1,000,000 exclusive of fees or costs of collection.

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

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

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

Passed by the Board of Trustees of the Highland Community College on the 22nd day of November, 2022.

Board Chair

ATTEST:

Secretary

**AGENDA ITEM #XII-D-4
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT “BUILDING F PAVEMENT
REPLACEMENT” AND TO AUTHORIZE APPROVAL FOR A
HEALTH AND SAFETY LEVY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for Building F Pavement Replacement in the amount of \$184,500 and approves a levy of health and safety funds to finance the project.

BACKGROUND: The asphalt paved areas on the north side of Fine Arts have deteriorated considerably and are not safe for pedestrian travel. These are also used for vehicle access to areas of Fine Arts so consideration must be given to a new design to provide safe access for pedestrians, as well as necessary vehicle access to the Fine Arts building. This project would replace all asphalt paved areas with concrete and adjust the length and/or placement of the concrete knee wall near the northwest entrance of Fine Arts for easier pedestrian access and more efficient snow removal.

This project will be funded with Protection, Health, and Safety monies. In accordance with the Community College Act, a tax will be levied for tax year 2022 that will not require extension of a tax rate in excess of .05% of the value of all taxable property in the District. It is estimated that the total levy will amount to \$1,000,000, with the Project Building F Pavement Replacement amounting to \$184,500. Two additional projects, Project Building H Chiller Replacement amounting to \$694,500 and Project Building F Hallway Accessibility Renovation, amounting to \$121,000, are also being recommended as a health and safety project.

With the tax year 2022 levy, the College aims to maintain the same overall tax rate as the prior year.

BOARD ACTION: _____

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

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

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

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

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

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

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

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

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

SECTION 4: To finance the Project, the Board of Trustees hereby levies upon all the taxable property of the District, at the full cash value thereof as equalized or assessed by the Department of Revenue, for the year 2022, to be collected in the year 2023; and that the levy for the year 2022 be allocated 50% for FY23 and 50% for FY24 as a special tax for health and safety purposes in the amount not to exceed the sum of \$1,000,000 exclusive of fees or costs of collection.

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

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

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

Passed by the Board of Trustees of the Highland Community College on the 22nd day of November, 2022.

Board Chair

ATTEST:

Secretary

**AGENDA ITEM #XII-D-5
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT “BUILDING H CHILLER
REPLACEMENT” AND TO AUTHORIZE APPROVAL FOR A
HEALTH AND SAFETY LEVY**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for Building H Chiller Replacement in the amount of \$694,500 and approves a levy of health and safety funds to finance the project.

BACKGROUND: The current chiller is original to the building’s construction and is now 33 years old. There have been major repairs to this chiller, which is a single point of failure for air conditioning, and it is expected that it is reaching its end of life. A failure of the current chiller could result in eight or more weeks of down time for replacement, which could be catastrophic during the summer months and make the building virtually uninhabitable. This project will replace the current chiller system with DX or mechanical cooling like all the other buildings on campus. This type of cooling uses mechanical compressors to cool the air. In an application this large, there would be a series of smaller compressors doing the work of one large compressor so they could be staged by turning on only one, two, three, etc. to only operate as much of the system as necessary based on outside temperature for an energy savings. This also means that there is a greatly reduced risk of a complete failure of the system because if one compressor were to fail, it could be isolated from the rest of the system for replacement while the rest of the system is kept operational.

This project will be funded with Protection, Health, and Safety monies. In accordance with the Community College Act, a tax will be levied for tax year 2022 that will not require extension of a tax rate in excess of .05% of the value of all taxable property in the District. It is estimated that the total levy will amount to \$1,000,000, with the Building H Chiller Replacement amounting to \$694,500. Two additional projects, Project Building F Hallway Accessibility Renovation, amounting to \$121,000, and Project Building F Pavement Replacement, amounting to \$184,500, are also being recommended as a health and safety project.

With the tax year 2022 levy, the College aims to maintain the same overall tax rate as the prior year.

BOARD ACTION: _____

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

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

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

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

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

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

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

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

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

SECTION 4: To finance the Project, the Board of Trustees hereby levies upon all the taxable property of the District, at the full cash value thereof as equalized or assessed by the Department of Revenue, for the year 2022, to be collected in the year 2023; and that the levy for the year 2022 be allocated 50% for FY23 and 50% for FY24 as a special tax for health and safety purposes in the amount not to exceed the sum of \$1,000,000 exclusive of fees or costs of collection.

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

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

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

Passed by the Board of Trustees of the Highland Community College on the 22nd day of November, 2022.

Board Chair

ATTEST:

Secretary