

**AGENDA ITEM #XII-D-6
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

EDUCATION AND BUILDING FUND LEVY

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Resolution providing for the levy of educational purposes taxes in the amount of \$6,080,000 and building purposes taxes in the amount of \$1,630,000 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.

BACKGROUND: The Board has complied with State law in adopting a Tentative Budget, in accordance with State law allowing 30 days or more after adopting such Tentative Budget during which time the public could inspect such budget, setting a public hearing date, and then approving adoption of the Official Budget after the public hearing.

With the tax year 2022 levy, the College aims to maintain the same overall tax rate as the prior year. A certificate of levy must be signed and delivered to each of the county clerks in District #519 on or before Tuesday, December 27th, which is the last Tuesday in December.

BOARD ACTION: _____

RESOLUTION PROVIDING FOR LEVY OF TAXES

RESOLUTION PROVIDING FOR LEVY OF TAXES BY THE BOARD OF COMMUNITY COLLEGE DISTRICT NO. 519, COUNTIES OF STEPHENSON, OGLE, JO DAVIESS AND CARROLL, AND STATE OF ILLINOIS 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.

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois, has caused a budget for said College for said fiscal year to be prepared in tentative form by persons designated by said Board; and,

WHEREAS, said budget in tentative form was made conveniently available to public inspection for at least thirty days prior to final action thereon; and,

WHEREAS, on September 27, 2022 a public hearing was held as to such budget prior to final action thereon, pursuant to notice of such public hearing given by publication in a newspaper published in said District prior to the time of such hearing as required by law, and all other legal requirements have been complied with; and,

WHEREAS, an Annual Budget which said Board deems necessary to defray all necessary expenses and liabilities of said College District and which specifies the objects and purposes for the fiscal year beginning July 1, 2022, and ending June 30, 2023, was duly adopted by Resolution of said Board passed and in effect on September 27, 2022;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair 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 educational purposes the sum of \$6,080,000 not including fees or costs of collection;

Section II -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair 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 building purposes the sum of \$1,630,000 not including fees or costs of collection;

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Section III -- That the Chairman and Secretary of said Board be and they hereby are authorized to sign a certificate of levy for said District and to deliver one of such certificates to each of the county clerks of the counties in which a part of the District is situated, being the Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois, on or before Tuesday, December 27th (the last Tuesday in December 2022).

**AGENDA ITEM #XII-D-7
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

INSURANCE LEVY

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$1,235,000 to cover the cost of purchasing insurance under 745 ILCS 10/9-107 of the Tort Immunity Act, 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.

BACKGROUND: 745 ILCS 10/9-107, Illinois Compiled Statutes states in part:

A local public entity may levy or have levied on its behalf taxes annually upon all taxable property within its territory at a rate that will produce a sum which will be sufficient to pay the cost of settlements or judgments under Section 9-102, to pay the costs of protecting itself or its employees against liability under Section 9-103, to pay the costs of and principal and interest on bonds issued under Section 9-105, to pay tort judgments or settlements under Section 9-104 to the extent necessary to discharge such obligations. Provided it complies with any other applicable statutory requirements, the local public entity may self-insure and establish reserves for expected losses for any liability for which the local public entity is authorized to levy or have levied on its behalf taxes for the purchase of insurance or payment of judgments or settlements under this Section. The decision of the Board to establish a reserve shall be based on reasonable evidence.

Funds raised pursuant to this Section shall be used only to purchase insurances, to purchase claims services, to pay for judgments or settlements, or to otherwise provide protection to the local public entity or its employees against liability under this Act or the Workers' Compensation, Occupational Diseases or Unemployment Insurance Acts.

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

BOARD ACTION: _____

RESOLUTION PROVIDING FOR LEVY OF TAXES FOR INSURANCE PURPOSES

WHEREAS, the State of Illinois, in 745 ILCS 10/9-107, of the Illinois Compiled Statutes, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of purchasing insurance under Sections 9-102, 9-103, 9-104 and 9-105 and 9-106; and,

WHEREAS, any tax levied under these Sections shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois has adopted a Resolution on November 22, 2022, to levy taxes to pay insurance costs of the District as described in 745 ILCS 10/9-107;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair 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 insurance purposes the sum of \$1,235,000 not including fees or costs of collection.

The levy \$1,235,000 consists of levies as follows:

Unemployment Insurance	\$20,000
Workers' Compensation	40,118
Security/Safety Services	923,760
Legal Liability	<u>251,122</u>
 Total Levy	 <u>\$1,235,000</u>

Insurance Tax Levy Continued

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.

For purposes of the attached levy, we have included the following insurance premiums deemed to fall within the appropriate section of the State Statute.

- Unemployment Insurance
- General Liability Insurance
- Umbrella Insurance
- Workers' Compensation Insurance
- Security/Safety Services
- Legal Liability
- Cyber Liability

**AGENDA ITEM #XII-D-8
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

AUDIT LEVY

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$68,000 to cover the cost of an annual audit under 110 ILCS 805/3-22.1 of the Public Community College Act of the State of Illinois, 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.

BACKGROUND: The law states:

The expenses of the audit and investigation of public accounts provided by this Act, whether ordered by the governing body or the Comptroller, shall be paid by the governmental unit for which the audit is made. Payment shall be ordered by the governing body out of the funds of the unit and such authorities shall make provision for payment. Contracts for the performance of audits required by this act may be entered into without competitive bidding. If the audit is made by a licensed public accountant retained by the Comptroller, the governmental unit shall pay to the Comptroller actual compensation and expenses to reimburse him for the cost of making such audit.

The governing body of any governmental unit having taxing powers may levy an auditing tax in an amount that will not require extension of such tax at a rate in excess of .005% of the value of all taxable property in the unit as equalized or assessed by the Department of Revenue. This auditing tax may be in excess of or in addition to any statutory limitation of rate or amount. Money received from the auditing tax shall be held in a special fund and used only for the payment of auditing expenses.

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

BOARD ACTION: _____

**RESOLUTION PROVIDING FOR
LEVY OF TAXES FOR AUDIT PURPOSES**

WHEREAS, the State of Illinois, in 110 ILCS 805/3-22.1 of the Public Community College Act of the State of Illinois, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of auditing under 110 ILCS 805/3-22.1; and,

WHEREAS, any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and the State of Illinois desires to levy taxes to pay audit costs of the District as described in 110 ILCS 805/3-22.1;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair 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 audit purposes the sum of \$68,000 not including fees or costs of collection.

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.

**AGENDA ITEM #XII-D-9
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

SOCIAL SECURITY AND MEDICARE LEVY

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Resolution providing for a special tax levy in the amount of \$160,000 to cover the cost of Social Security and Medicare under 40 ILCS 21-101 of the Social Security Enabling Act 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.

BACKGROUND: 40 ILCS 21-101 of the Illinois Compiled Statutes provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of Social Security and Medicare.

Funds raised pursuant to this section shall be used only for the stated purpose. With the tax year 2022 levy, the College aims to maintain the same overall tax rate as the prior year.

BOARD ACTION: _____

**RESOLUTION PROVIDING FOR
LEVY OF TAXES FOR SOCIAL SECURITY AND MEDICARE PURPOSES**

WHEREAS, the State of Illinois, in 40 ILCS 21-101, of the Illinois Compiled Statutes, provides that a local public entity (which includes community colleges) may levy taxes annually upon all taxable property within its territory at a rate which will produce a sum which will be sufficient to pay the costs of Social Security and Medicare; and,

WHEREAS, any tax levied under these Sections shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes; and,

WHEREAS, the Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois has adopted a Resolution on November 22, 2022, to levy taxes to pay Social Security and Medicare costs of the District as described in 40 ILCS 21-101;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by said Board of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll, and State of Illinois:

Section I -- That there be and there hereby is levied upon all of the taxable property of the District, at the full fair 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 Social Security and Medicare purposes the sum of \$160,000 not including fees or costs of collection.

Any tax levied under this Section shall be levied and collected in like manner with the general taxes of the entity and shall be exclusive of and in addition to the amount of tax that entity is now or may hereafter be authorized to levy for general purposes under any statute which may limit the amount of tax which that entity may levy for general purposes.

**AGENDA ITEM #XII-D-10
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

ACCEPTANCE OF FY22 ANNUAL AUDIT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board accepts the annual audit for FY22.

BACKGROUND: The audit was prepared by Wipfli for all funds of the College, including Title IV Federal Financial Aid for Students. Retention of the firm's services was approved at the May 24, 2022, Board meeting.

Due to a change in the Illinois Community College Board (ICCB) deadline to submit the annual audit, it is no longer necessary for the Audit & Finance Committee to authorize submission to ICCB.

BOARD ACTION: _____

**AGENDA ITEM #XII-D-11
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF COMPENSATION AGREEMENT WITH
COTTINGHAM AND BUTLER FOR CONSULTING AND ADVISORY SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached agreement with Cottingham and Butler for consulting and advisory services for two years at a rate of \$30,000 per year.

BACKGROUND: Highland has used the services of Cottingham and Butler for its employee health and voluntary benefits programs. Cottingham and Butler provides services such as benefit analysis and benchmark information, health plan marketing, employee education, and promotion of benefits. Previously, the cost for the services was at \$25,000 per year. This rate has been in place since 2018.

BOARD ACTION: _____



Cottingham & Butler

Cottingham & Butler Compensation Agreement

This Agreement made as of the 1st day of November, 2022 ("Effective Date") between Highland Community College with an address of 2998 W Pearl City Rd, Freeport, IL 61032-9338 ("Client") and COTTINGHAM & BUTLER INSURANCE SERVICES, INC., an Iowa corporation with an address of 800 Main Street, Dubuque, IA 52001 ("Cottingham & Butler") (each individually a "party" and collectively "parties")

At Client's request, Cottingham & Butler has agreed to provide certain consulting and advisory services with respect to Client's benefit program(s) on the terms and conditions set forth in this Agreement.

THEREFORE, Client and Cottingham & Butler agree as follows:

1. Term and Termination of Agreement.

- a. Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a term of two (2) years ("Initial Term"). This Agreement shall automatically renew for subsequent two (2) year terms after the expiration of on the second anniversary of the Effective Date and every two years thereafter for additional two-year renewal terms ("Renewal Term"), unless either party provides notice of non-renewal to the other party at least 90 days before the end of the current term, whether that current term is the Initial Term or any subsequent Renewal Term.
- b. Renegotiation at the end of the Initial Term or any subsequent Renewal Term.** If either party wishes to renegotiate the terms and conditions of the Agreement at the end of the Initial Term or any subsequent Renewal Term, that party must provide notice to the other party at least ninety (90) days prior to the expiration of the then-current term.
- c. Termination without Cause.** Either party may terminate this Agreement at any time and for any reason upon providing at least ninety (90) days written notice to the non-terminating party.
- d. Termination for Non-Payment.** In the event of nonpayment by Client, Cottingham & Butler may suspend further services to Client for a period of not less than fifteen (15) days. If the outstanding invoice(s) are not paid within such time, Cottingham & Butler may terminate this Agreement effective immediately.
- e. Termination for Breach.** Either party may terminate this Agreement effective immediately upon the other party's material breach of this Agreement.

2. Cottingham & Butler Duties. Cottingham & Butler will consult with and advise Client regarding the following matters ("Services"):

- a. Health plan analysis and benchmarking.**



Cottingham & Butler

- b. Expected health plan costs and employee contribution analysis and recommendations.
 - c. Health plan marketing.
 - d. Employee communication and education tools and materials regarding benefits serviced under this agreement.
 - e. Developing executive summaries to provide information for long-term guidance.
 - f. Review of health plan costs relative to the benchmarks.
 - g. Analysis and market search for renewal considerations.
 - h. Renewal proposals.
 - i. Legislative updates.
 - j. Provide access to C&B sponsored webinars.
 - k. Provide quarterly Benefits newsletter via email.
 - l. Review carrier and program options for other employee benefits offered such as life, disability, voluntary programs, worksite programs, dental, vision, flexible spending, etc.
3. **Changes.** Client may, with the prior written approval of Cottingham & Butler, which shall be given or withheld in its sole and absolute discretion, issue written directions for additional, ancillary, or modified Services within the general scope of Services. Any fees related to such additional, ancillary, or modified Services shall be set forth in writing.
4. **Disclosure.** C&B may enter into agreements with some insurance carriers through which it is compensated for services provided on behalf of the carriers. This compensation is based on several factors such as overall volume, growth, and in some cases profitability of the aggregate premium placed with such carriers. C&B subsidiaries may also receive compensation for services such as utilization review, case management and claims handling performed directly for the insurance carriers.
- C&B's objective in recommending insurance carriers and coverages is to provide you, our client, with options for your consideration and selection. We will provide you with additional information, upon request, regarding payment C&B receives, in addition to the fee payment referred to herein, that relates to your account.
5. **Client Duties.** Client agrees to appoint Cottingham & Butler as Client's continuing Broker of Record for all contemplated health insurance matters. Client agrees to cooperate fully with Cottingham & Butler on all matters pertaining to Insurance including providing Cottingham



Cottingham & Butler

& Butler with accurate data concerning its current health insurance programs, past insurance history and all other information requested by Cottingham & Butler.

Moreover, Client agrees to:

- a. Pay Cottingham & Butler the fees outlined in Paragraph 6 of this Agreement, which fees may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties.
 - b. Provide the information requested by Cottingham & Butler in as timely a manner as necessary for the performance of the Services listed in Paragraph 2 above.
 - c. Appoint Cottingham & Butler as Broker of Record on all lines of its insurance related to Employee Benefits, including, but not limited to: Medical, Dental, Vision, Life, Disability, Voluntary Programs, Worksite Programs, Flexible Spending, etc.
6. **Service Fee.** Client shall pay to Cottingham & Butler all invoiced amounts for Services rendered by Cottingham & Butler in accordance with this Agreement.

Monthly Invoices of Annual Fee

Invoices for Services will be submitted monthly in the amount of \$2,500 by Cottingham & Butler for an annual payment of \$30,000 by Client. Payment is due upon receipt and is past due thirty (30) business days from receipt of invoice. If Client has any valid reason for disputing any portion of the invoice, Client will notify Cottingham & Butler within thirty (30) calendar days of receipt of invoice from Cottingham & Butler. If no such notification is given, the work and fees evidenced by the invoice shall be deemed accepted by Client. If a portion of an invoice is disputed, any portion of Cottingham & Butler's invoice and any future invoices not in dispute shall be paid in accordance with the procedures set forth herein.

Failure to pay may result in suspension of services and possible contract termination in accordance with section (1) of this Agreement.

Cottingham & Butler's fees under this Agreement shall be fully earned on the execution of this Agreement (and any renewal thereof), and payable on invoicing as outlined above.

7. **Limitation of Liability.** The Client agrees to defend, indemnify, and hold harmless Cottingham & Butler and its employees, agents, directors, officers, affiliates and subsidiaries from any and all loss, damage, liability, judgments, claims and expenses, including reasonable attorney fees, arising out of or related to:
- a. The Client's performance, or lack thereof, of its duties and obligations under its insurance programs or this Agreement;
 - b. The good faith performance by Cottingham & Butler of its duties to the Client under this Agreement; and



c. Actions taken by Cottingham & Butler at the direction of the Client.

Client further agrees to indemnify Cottingham & Butler for attorneys' fees and related legal costs resulting from or in connection with Client's breach of this Agreement (including, but not limited to, its indemnification obligations contained in Par. 7), as well as for attorneys' fees and related legal costs resulting from Cottingham & Butler's efforts to enforce the terms of this Agreement.

Cottingham & Butler shall have the right to control the defense and any settlement of a claim or suit.

In no event shall Cottingham & Butler be liable to Client for indirect, special, incidental, or consequential damages, even if Client and Cottingham & Butler have been advised of the possibility of such damages.

No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than three years after the act, event or service that is the subject of such action, or one year after the discovery of such act, error or omission, whichever occurs last.

8. **Confidentiality.** The recipient of any Confidential Information will not disclose that Confidential Information, except to affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this Agreement and that they will keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the disclosing party reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Confidential Information shall not include information that: (1) the receiving party knew before it was disclosed by the disclosing party; (2) becomes public knowledge through no fault of the receiving party; (3) the receiving party obtains from sources other than disclosing party who owe no duty or confidentiality to the disclosing party; or (4) the receiving party independently develops. Separate HIPAA agreements may be required. The term "Confidential Information" means all business or technical information of the disclosing party, whether it is received, accessed or viewed by the receiving party in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any third party that is in the possession of the disclosing party.



Cottingham & Butler

9. **Insurance Requirement.** THIS COMPENSATION AGREEMENT IS NOT AND SHALL NOT BE INTERPRETED OR CONSTRUED (a) AS A SUBSTITUTE FOR ANY HEALTH BENEFITS OR (b) AS AN AGREEMENT TO PROVIDE SUCH HEALTH INSURANCE OR BENEFITS.
10. **Relationship of the Parties.** Cottingham & Butler shall perform all Services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of employer and employee between the parties herein or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
11. **Intellectual Property.** Cottingham & Butler shall retain all copyright, patent, trade secret and other intellectual property rights Cottingham & Butler may have in anything created or developed by Cottingham & Butler for Client under this Agreement ("Work Product"). Cottingham & Butler shall grant Client a nonexclusive worldwide license to use the Work Product during the term or any renewals of this Agreement.
12. **Integration.** This Agreement sets forth all the terms, conditions, and agreement of the parties, and supersedes former agreements relating to the same subject matter. There are no other terms, conditions, or agreement except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.
13. **Waiver.** Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed hereunder will not be construed as a waiver of any right, power or obligation under this Agreement.
14. **Jurisdiction/Venue.** The law of Iowa will be controlling in all matters relating to the interpretation and validity of this Agreement. The parties agree that the Iowa District Court in and for Dubuque County, Iowa shall be the sole and proper venue for any claims or suits brought by either party relating to this Agreement.
15. **Severability.** If any provision of this Agreement is found to be invalid, illegal, null, or void by a court of competent jurisdiction, the Agreement shall be interpreted as if such provision(s) were deleted and the remaining provisions of the Agreement shall remain in full force and effect.
16. **Authority.** The undersigned parties represent and warrant that they have authority to execute this Agreement; all necessary corporate actions have been taken to authorize its signing, and it is binding upon Client and Cottingham & Butler, respectively.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Highland Community College

Cottingham & Butler, Inc.

By: _____
Company Officer

By: _____
Company Officer

Title: _____

Title: _____

**AGENDA ITEM #XII-D-12
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

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

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the October 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 355495 through 355832 amounting to \$1,155,651.02, Automated Clearing House (ACH) debits W0000635 amounting to \$43,866.59, Other Debits D0000116 to D0000117 amounting to \$4,541.46 and Electronic Refunds of \$382.00, with 3 adjustments of \$1,310.00, such warrants amounting to \$1,203,131.07. Transfers of funds for payroll amounted to \$608,189.80.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$43,866.59. Other Debits consist of replenishing petty cash in the cashier's office in the amount of \$41.46 and bookstore buyback in the amount of \$4,500. Electronic Refunds are issued to students.

BOARD ACTION: _____

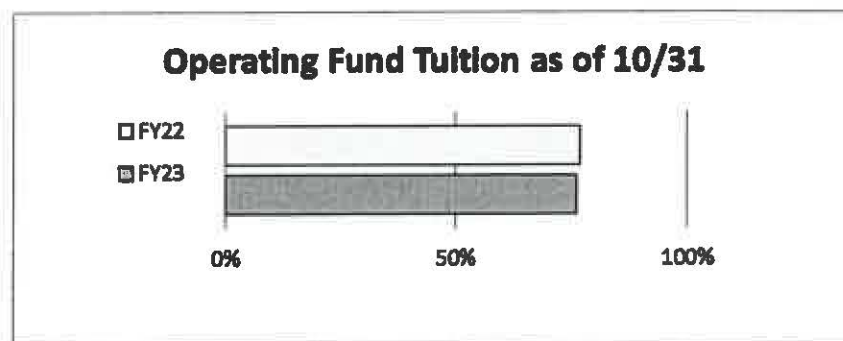
**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, October 31, 2022**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$336,466.04	\$1,250.00	\$0.00	\$337,716.04
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	\$523,774.59	\$1,250.00	\$0.00	\$525,024.59
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	65,074.89			65,074.89
1017 HCC ROAD AND LOT	102,651.85			102,651.85
1018 YMCA ROAD AND LOT	94,317.88	416.66		94,734.54
1019 YMCA BLDG/MAINT	71,216.51	833.34		72,049.85
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	\$523,774.59	\$1,250.00	\$0.00	\$525,024.59

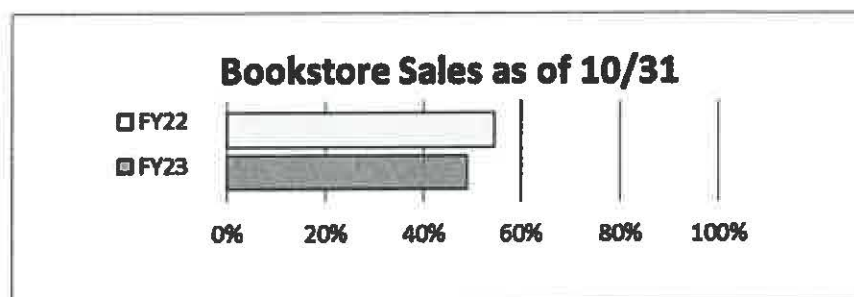
**AGENDA ITEM #XIII-A
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23**

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

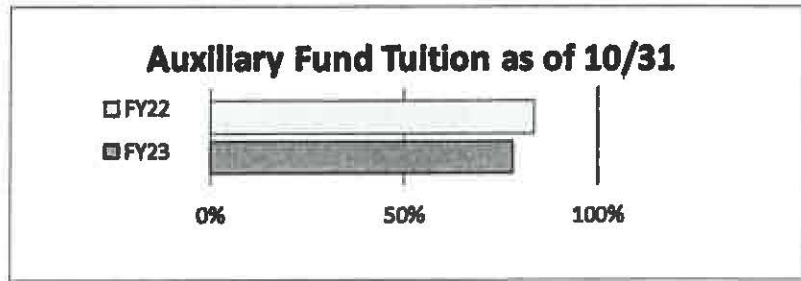
- As of October 31st, we are 33% of the way into FY23.
- **Current Results as of Month End:** The following charts show the comparison of the FY23 financial results for various items, as labeled, to FY22 results as of October 31st. The FY22 bar is the year-to-date results as of October 31, 2021, divided by the actual year end results for FY22. The FY23 bar is the year-to-date results for October 31, 2022, divided by the annual budgeted amount for FY23.



Operating Fund tuition revenue appears to be about 1% lower than anticipated at this point in time. If Operating Fund tuition revenue is 1% lower than budgeted for the fiscal year, that amounts to about \$44,000.



Bookstore sales appear to be about 5% lower than anticipated at this point in time. If Bookstore sales are 5% lower than budgeted for the fiscal year, that amounts to about \$22,000.



Auxiliary Fund tuition revenue appears to be 5% lower than anticipated at this point in time. If Auxiliary Fund tuition revenue is 5% lower than budgeted for the fiscal year, that amounts to about \$22,000.

- The above results will be reviewed monthly. After the majority of student registration closes for the Spring 2023 semester, variances from budget will be analyzed.

**AGENDA ITEM #XIII-A
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE
FY23**

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

REVENUE:	Budget	Year- to-Date	Percent
Local Taxes	\$7,237,650	2,680,129	37.0%
Credit Hour Grants	1,274,865	515,536	40.4%
Equalization	50,000	16,667	33.3%
ICCB Career/Tech Education	136,719	68,360	50.0%
ICCB Performance	15,000	-	0.0%
CPP Replacement Tax	1,285,000	310,865	24.2%
Federal Sources	72,000	27,922	38.8%
Tuition & Fees	4,378,900	3,340,978	76.3%
Sales & Services	29,550	7,636	25.8%
Facilities Revenue	111,850	30,461	27.2%
Interest on Investments	72,000	41,802	58.1%
Non-Govt. Gifts, Grants	355,161	-	0.0%
Miscellaneous	44,376	17,827	40.2%
Total Revenue	\$15,063,071	\$7,058,183	46.9%
EXPENDITURES:			
Salaries	\$9,925,107	\$2,837,745	28.6%
Employee Benefits	2,330,670	1,014,091	43.5%
Contractual Services	1,279,288	718,649	56.2%
Materials & Supplies	934,410	372,908	39.9%
Conference & Meeting	269,788	51,943	19.3%
Fixed Charges	62,390	41,728	66.9%
Utilities	581,716	510,529	87.8%
Capital Outlay	38,745	9,295	24.0%
Other Expenditures	137,957	188,258	136.5%
Transfers (In) Out	(497,000)	-	0.0%
Total Expenditures	\$15,063,071	\$5,745,146	38.1%
Excess of Revenues Over Expenditures	\$0	\$1,313,037	
Fund Balance 7/1/22	6,771,616	6,771,616	
Fund Balance 10/31/22	\$6,771,616	\$8,084,653	

AGENDA ITEM #XIII-A
 NOVEMBER 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY23

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$957,500	348,366	36.4%
Bond Proceeds	7,245,000	-	100.0%
	-----	-----	-----
Total Revenue	\$8,202,500	\$348,366	100.0%
EXPENDITURES:			

Contractual Services	120,800	30,709	0.0%
Capital Outlay	10,692,319	1,127,596	10.5%
	-----	-----	-----
Total Expenditures	10,813,119	1,158,305	10.7%
Excess of Revenues Over Expenditures	(\$2,610,619)	(\$809,939)	
Fund Balance 7/1/22	\$4,054,017	\$4,054,017	
	-----	-----	
Fund Balance 10/31/22	\$1,443,398	\$3,244,078	

**AGENDA ITEM #XIII-A
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23**

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Tuition and Fees	\$425,000	\$331,101	77.9%
Bookstore Sales	425,000	208,126	49.0%
Athletics	41,040	6,270	15.3%
Other	70,350	55,201	78.5%
-----	-----	-----	-----
Total Revenue	\$961,390	\$600,698	62.5%
EXPENDITURES:			

Salaries	\$323,600	\$112,030	34.6%
Employee Benefits	33,433	13,121	39.2%
Contractual Services	120,330	19,331	16.1%
Materials & Supplies	539,635	288,323	53.4%
Conference & Meeting	322,063	101,505	31.5%
Fixed Charges	13,459	5,528	41.1%
Utilities	17,295	765	4.4%
Capital Outlay	650	1,068	164.3%
Other Expenditures	25,773	12,246	47.5%
-----	-----	-----	-----
Total Expenditures	\$1,396,238	\$553,917	39.7%
Excess of Revenues Over Expenditures	(\$434,848)	\$46,781	
Fund Balance 7/1/22	\$1,471,702	\$1,471,702	
-----	-----	-----	
Fund Balance 10/31/22	\$1,036,854	\$1,518,483	

AGENDA ITEM #XIII-A
 NOVEMBER 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY23

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

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$153,441	-	0.0%
Adult Education	253,516	-	0.0%
Other Illinois Sources	131,865	219,576	166.5%
Department of Education	3,624,293	461,974	12.7%
Other Federal Sources	565,013	-	0.0%
Tuition & Fees	520,000	404,679	77.8%
Sales & Service Fees	24,500	4,699	19.2%
Interest	20,000	-	0.0%
Non-govt. Gifts, Grants	376,614	68	0.0%
Other	298,951	128,266	42.9%
	-----	-----	-----
Total Revenue	\$5,968,193	1,219,262	20.4%
 <u>EXPENDITURES:</u>			
Salaries	\$1,363,927	\$465,219	34.1%
Employee Benefits	358,188	107,630	30.0%
Contractual Services	836,554	206,340	24.7%
Materials & Supplies	281,409	135,177	48.0%
Conference & Meeting	140,706	41,184	29.3%
Fixed Charges	26,758	658	2.5%
Utilities	4,872		0.0%
Capital Outlay	1,036,653	248,078	23.9%
Other Expenditures	430,040	376,487	87.5%
Financial Aid	2,588,010	-	0.0%
Transfers out (in)	427,000	-	0.0%
	-----	-----	-----
Total Expenditures	\$7,494,117	\$1,580,773	21.1%
 Excess of Expenditures Over Revenue	 (\$1,525,924)	 (\$361,511)	
 Fund Balance 7/1/22	 2,235,248	 2,235,248	
	-----	-----	
Fund Balance 10/31/22	\$709,324	\$1,873,737	

AGENDA ITEM #XIII-A
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23
AUDIT FUND

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$60,000	\$19,856	33.1%
	-----	-----	-----
Total Revenue	\$60,000	\$19,856	33.1%
EXPENDITURES:			

Contractual Services	\$57,000	\$58,000	101.8%
	-----	-----	-----
Total Expenditures	\$57,000	\$58,000	101.8%
Excess of Revenues Over Expenditures	\$3,000	(\$38,144)	
Fund Balance 7/1/22	(\$2,785)	(\$2,785)	
	-----	-----	
Fund Balance 10/31/22	\$215	(\$40,929)	

AGENDA ITEM #XIII-A
 NOVEMBER 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY23

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,831,050	688,460	37.6%
-----	-----	-----	-----
Total Revenue	\$1,831,050	\$688,460	37.6%
EXPENDITURES:			

Fixed Charges	\$1,776,050	-	0.0%
-----	-----	-----	-----
Total Expenditures	\$1,776,050	\$0	0.0%
Excess of Revenues Over Expenditures	\$55,000	\$688,460	
Fund Balance 7/1/22	\$870,056	\$870,056	
-----	-----	-----	
Fund Balance 10/31/22	\$925,056	\$1,558,516	

AGENDA ITEM #XIII-A
 NOVEMBER 22, 2022
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY23

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

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,327,500	\$479,480	36.1%
-----	-----	-----	-----
Total Revenue	\$1,327,500	\$479,480	36.1%
EXPENDITURES:			

Salaries	\$310,613	\$101,094	32.5%
Employee Benefits	309,017	120,805	39.1%
Contractual Services	389,425	332,631	85.4%
Materials & Supplies	16,300	3,999.00	24.5%
Conference & Meetings	23,220	13,622	58.7%
Fixed Charges	251,122	252,850	100.7%
Utilities	36,400	1,867	5.1%
-----	-----	-----	-----
Total Expenditures	\$1,336,097	\$826,868	61.9%
Excess of Revenues Over Expenditures	(\$8,597)	(\$347,388)	
Fund Balance 7/1/22	\$414,929	\$414,929	
-----	-----	-----	
Fund Balance 10/31/22	\$406,332	\$67,541	

**AGENDA ITEM #XV-A-1
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
VICE PRESIDENT/CHIEF ACADEMIC OFFICER (CAO), ACADEMIC SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Sam Agdasi as Vice President/Chief Academic Officer, Academic Services beginning January 12, 2023, at a FY23 salary of \$140,000, plus appropriate fringe benefits and a moving expense allowance up to \$10,000. This is a full-time, exempt administrative position and is within the FY23 budget.

BACKGROUND: Mr. Agdasi earned a Bachelor of Science degree in Mechanical Engineering from Sharif University of Technology, Tehran, Iran and a Master of Science degree in Electrical and Computer Engineering from Purdue University, West Lafayette, IN. He has completed all coursework for his Ph.D. Systems Engineering, Colorado State University, Fort Collins, CO, with an expected degree in 2023. His dissertation is "Applying Systems Engineering Methodology in Curriculum Development at Community Colleges."

Mr. Agdasi comes to us from Mt. San Antonio College in Walnut, CA, where he was the Dean of the Technology and Health Division for four years. Prior to this, he was the Dean of the School of Advanced Manufacturing, Engineering and Applied Science at Ivy Tech Community College of Indiana, where he oversaw three campuses: South Bend, Elkhart, and Warsaw, IN.

Mr. Agdasi was an Associate Professor, Assistant Professor and Instructor in the School of Advanced Manufacturing, Engineering, and Applied Science at Ivy Tech. He also served as the Program Chair, Medical College Admission Test Preparation in the Continuing Education Department at Purdue University, West Lafayette, IN.

Mr. Agdasi was selected from a field of 43 applicants as part of a nationwide search that began in August 2022. With his community college and higher education background, both as a faculty member and executive level administrator, Mr. Agdasi will bring an experienced and thoughtful perspective to his new role at Highland Community College.

BOARD ACTION: _____

**AGENDA ITEM #XV-A-2
NOVEMBER 22, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

PRESIDENT'S CONTRACT

RECOMMENDATION OF THE BOARD: That the Board of Trustees approves the attached Resolution authorizing the approval of the Contract of Employment for the President.

BACKGROUND: This Resolution approves the terms and conditions of the contract with Ms. Christina Kuberski effective July 1, 2022.

BOARD ACTION: _____

RESOLUTION FOR APPROVING CONTRACT OF EMPLOYMENT

WHEREAS, after Christina Kuberski has diligently served as the College's President since July 2020 and prior to that as Executive Vice President since 2015, doing so with distinction and honor; and

WHEREAS, Christina Kuberski was an invaluable member of the College's team tasked with addressing continuing accreditation with the Higher Learning Commission (HLC), which her leadership role successfully assisted in preserving Highland Community College's accreditation status; and

WHEREAS, the Board has received significant positive feedback regarding Christina Kuberski from many members of the Board, the College Community and other individuals throughout the College District; and

WHEREAS, the Board and President now wish to recognize and secure the continued employment of Christina Kuberski to serve as President for the period from July 1, 2022, through June 30, 2025, on such terms and conditions as provided within the proposed Employment Agreement, attached herein as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THIS BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE, 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 Board hereby approves the Employment Agreement with Christina Kuberski, to serve as President of the College, in the form attached as Exhibit A. The Board Chair and Secretary are hereby authorized and directed to execute the Contract of Employment and to enter into such contract fully on the Board's behalf.

Section 3: This Resolution shall be in full force and effect upon its adoption and for a contractual term date effective July 1, 2022. All prior resolutions of the Board of Trustees that are inconsistent with the terms and conditions of this Resolution are hereby repealed and superseded to the extent of any such inconsistency.

ADOPTED this 22nd day of November 2022, by the following roll call vote upon the motion by

_____, seconded by _____.

YES: _____

NO: _____

ABSENT: _____

Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED
INTO BETWEEN**

CHRISTINA KUBERSKI

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE

**FOR THE TERM
JULY 1, 2022 THROUGH JUNE 30, 2025**

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED
INTO BETWEEN**

CHRISTINA KUBERSKI

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE

**FOR THE TERM
JULY 1, 2022 THROUGH JUNE 30, 2025**

This Agreement ("Agreement") made and entered into this ____ day of November, 2022, by and between the Board of Trustees of Highland Community College, (hereinafter "Board"), and Christina Kuberski, (hereinafter "Kuberski" or "President"):

WHEREAS, after being recruited through a national search process Christina Kuberski diligently served as the College's Executive Vice-President from 2015 to July 1, 2020 doing so with distinction and honor; and

WHEREAS, the Board and President previously entered into an Employment Agreement formalizing service by Christina Kuberski as President of the College for the period from July 1, 2021, through June 30, 2024, on terms and conditions as provided therein; and

WHEREAS, the Board desires to terminate the prior Employment Agreement and enter into this new Employment Agreement, extending the contractual period of service and providing for modification in salary; and

WHEREAS, President is willing to extend her tenure as President of the College by an additional year and enter into this new Employment Agreement cancelling the prior such Agreement.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree as follows:

1. EMPLOYMENT AND TERM

Board hereby employs Christina Kuberski as President of the College for a term commencing July 1, 2022, and continuing until June 30, 2025. The President shall serve as President pursuant to the provisions of this Agreement for that term.

2. POWERS AND DUTIES

Throughout the term hereof, the President shall be the Chief Executive of the College, responsible for all administration and for effecting the directions and policies of the Board. As Chief Executive of the College, the President shall act for and on behalf of the Board and under its direction in the performance of her duties of overall administration of the College.

The President's duties and powers shall include those provided by law, as well as those set forth in the College's written policy now in force and as may be adopted by the Board from time to time. Throughout the term or any extension or renewal hereof, the President shall have such other and further powers, responsibilities and duties as the Board may from time to time direct in consultation and agreement with the President.

3. REAPPOINTMENT

Not later than April 15, 2025, the Board and President shall confer to determine whether the term of this Agreement shall be extended, and any conditions on such extension.

4. EXTENT OF SERVICES

The President shall devote her full time, attention and energies to the business of the College, and during the term of this Agreement, the President shall not be engaged in any other business activity or accept any commitment outside her role as President which interferes with her duties and responsibilities or adversely affects her proficiency as Chief Executive of the College.

5. TERMINATION OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the President's employment may be terminated during the term hereof for one or more of the

following reasons:

A. Resignation. Honorable resignation, or termination of employment by mutual written agreement of the parties. The acceptance of the President's written resignation by the Board pursuant to a duly adopted Resolution shall be deemed to constitute Honorable Termination of Employment hereunder.

B. Disability. Total disability for a period of ninety (90) consecutive days, after exhaustion of available paid sick leave and vacation benefits.

The term "total disability" means sickness or illness, regardless of cause, physical or mental, which results in the President being substantially unable to effectively perform her duties as President and her duties pursuant to this Agreement. President shall submit to physical or mental examination or both at the request of the Board, provided that such examinations shall be performed by persons licensed as medical doctors.

C. Death of the President. The Board-President relationship shall terminate upon the death of the President.

D. Discharge for Cause. The President may be discharged for cause. A discharge for cause shall be deemed a dismissal of the President for conduct which is seriously prejudicial to the College, and may include, without limitation, incompetency, violation of law, material breach of this Agreement, cruelty, negligence, dishonesty, fraud, unprofessional behavior, failure to effect Board direction, immorality, or for any sufficient reason or cause which may exist under the laws of the State of Illinois. Upon a majority vote of the Board to consider dismissal for cause, the President shall be given written notice of the Board's intention. The President shall be entitled to appear before the Board to discuss her dismissal before formal action on dismissal is taken. Such meeting may be in open session or closed session, at the option of the Board. The action of the Board is final. Upon discharge for cause, the term of this Agreement shall end, and all right to compensation and benefits hereunder shall immediately cease.

E. Discharge on Notice. At any time during the term hereof, the Board may discharge the President on thirty days prior written notice. Under such circumstances, the College shall pay the President all compensation due to the College President as annual

salary pursuant to Paragraph 6 B below, in accordance with regular salary payment schedules for a period of twelve months following the date of the notice. Provided, however, if the President obtains other employment during the remaining term, the Board's obligation to pay compensation shall be reduced by the President's compensation from that employment.

F. Breach by President. If President, during the term of this Agreement, resigns without approval from the Board, or in any manner breaches her obligation to provide the contractual services outlined herein by departure from employment at her election, the Parties agree that the Board will be irreparably harmed. Accordingly, in such circumstance the President agrees to remit payment of \$30,000 to the College, representing the Parties' present estimate of the costs associated with a new search process to recruit and hire a replacement for President. The Parties further agree and herein stipulate that the amount of actual damages that will be incurred is difficult and uncertain to estimate. Therefore the amount set forth herein is the Parties' best estimate as to the actual costs and agreed to be reasonable. Payment of the amount is due within 30 days of demand by the Board President.

6. PRESIDENT'S COMPENSATION

A. Definition of Compensation. For purposes of this Agreement, the President's compensation shall consist of the salary provided in subparagraph 6 B below.

B. Annual Salary. Board shall pay President, for the 2022-2023 year an annual salary of one hundred seventy-five thousand seven hundred sixty dollars (\$175,760). Each succeeding year's annual salary shall be increased by 2.0% over the prior year. The annual salary shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the annual salary of the President at any time during the term of this Agreement or any extension or renewal hereof, but the salary shall not be decreased at any time.

7. PRESIDENT'S BENEFITS IN ADDITION TO COMPENSATION

A. SURS Contributions. For the term of this Agreement, the College shall pay an 8% contribution directly to the State University Retirement System contribution

on behalf of the President. It is the intention of the parties to qualify all such payments as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The President shall have no right or claim to the funds remitted except as they may subsequently become available before retirement or resignation from the Illinois State Universities Retirement System.

B. Holidays. The President shall be entitled to be absent from the performance of her duties during all holidays declared by the Board or scheduled by the State of Illinois applicable to Community Colleges throughout the State.

C. Vacation Benefits. The President shall earn paid vacation at the rate of 2.33 days per month with an accumulation limit of 56 days. Upon termination of the President's services, the College shall not reimburse for more than 56 unused vacation days.

The President shall consult with the Board Chair in the event she plans to utilize more than three consecutive days of vacation benefit.

D. Dues, Fees. Board shall pay President's membership dues and charges to appropriate educational associations and organizations, as well as her membership dues and fees for and in respect to her membership in such other local, community, State or National clubs or organizations which the Board Chair and President mutually deem necessary or advisable that President join in order to enhance or improve her community relationship or her professional skills and relationships.

E. Conferences, Conventions, etc. The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities. Appropriate expenses shall be reimbursed in accordance with Board policy. Attendance at such conferences shall not be construed as vacation time. The President may participate in other professional activities relating to higher education on such terms and conditions as may be approved from time to time by the Board.

F. Automobile and Other Travel Related Expenses of the President. President shall receive \$1,833.34 monthly as reimbursement for and in respect to her use of her personal automobile while on College Business within the District's territory. Such amount shall be paid in accordance with the payroll schedule of the College.

President shall, where necessary, cooperate with the Board in the documentation of the same. The College shall also reimburse the President for actual mileage for required travel outside of the geographic territory of the District.

G. Executive Annual Physical. At least once every year during the term of this Agreement, the College President shall obtain a comprehensive medical examination. The cost of such examination, not to exceed Five Hundred Dollars (\$500), shall be paid by the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the College President to perform her duties shall be given by the examining physician to the Board Chair. The result of such examination will be reported to the Board, but its confidentiality shall be maintained.

H. Annuity. The Board will contribute, on behalf of the President, into a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code in a company of the College President's choice, the annual amount of two thousand dollars (\$2,000). The College President's tax-sheltered annuity shall be paid in equal installments in accordance with the policies of the College governing payment of tax annuities to other administrators employed by the College and shall be subject to withholding as required by law.

I. Insurance, Sick Leave, Privileges, etc.

1. Sick Leave. President will earn sick leave at the rate of 1 day per month and have available any remaining accrued the sick leave days to which she was entitled as an employee of the College as of June 30, 2020.

2. Life Insurance. Subject to applicable insurability requirements, College shall provide term life insurance on the life of the President equal to 1.5 times the annual salary of the President. For purposes of this paragraph only, annual salary includes the annual salary provided in paragraph 6b, plus SURS contribution on the Annual Salary, plus the reimbursement allowance provided in Paragraph 7F annualized not to exceed the maximum allowable benefit of \$250,000. It does not include any 403(b) contribution. The President may name one or more beneficiaries of her choice for any portion of the employee basic benefit. The purchase of any further optional life insurance coverage by the

President will be the responsibility of the President and consistent with College policy.

3. Personal Leave. The President shall be entitled to 3 personal days with pay annually. Personal days shall accrue one (1) day per four months. Unused personal days shall not accumulate from year-to-year.

4. Other Privileges. The Board shall reimburse the College President up to One Thousand Dollars (\$1,000) annually for her use of her home for entertainment in relation to the College, based on submission of receipts.

The President shall be reimbursed for normal and customary expenses incurred for the President's spouse's attendance at two College related annual conferences. The foregoing notwithstanding, the President will not be reimbursed for expenses which are incurred for leisure activities or matters unrelated to the conferences.

The President shall be allowed such other privileges, leaves, health leave, and insurance and fringe benefits not specifically enumerated and not in conflict with or inconsistent with this contract as are commonly extended to all other administrative personnel.

8. CELL PHONE

To provide the College with the ability to reach the President, the College shall provide the President with a cell phone and service plan. Occasional personal use of the cell phone will not be deemed a violation of this Agreement. The President shall select the phone and plan. Use of the College provided phone shall be subject to any applicable policies of the College and President shall have no expectation of privacy in the use of such device.

9. EVALUATION OF PRESIDENT

At least once each College fiscal year, (on or before April 15th of that year) Board and President shall meet for the purpose of review of the past year's administration of the College and the role of the President in the future course and goals of the College. The

evaluation shall rate the performance of the President, and may include directions, goals and expectations for future performance.

10. NOTICES

Any notice required or permitted under the terms of this Agreement shall be written and may be served personally, by prepaid certified or registered mail, or by national courier service. If served by mail or courier service, it shall be addressed to her residence in the case of the President, or to the Chair of the Board of the College, at his or her residence, in the case of the Board. Any notice shall be deemed to have been delivered within ninety-six hours after having been deposited in a United States Post Office located within the College District, or on the date of delivery if by a courier service or personal service.

11. MISCELLANEOUS

A. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such heading or numbers and the text of this Agreement, the text shall control.

B. For purposes of payment to the President of any unused vacation at the time of termination of employment under this Agreement for any reason, the President's "compensation" shall be deemed to be only the taxable compensation the President receives from time to time pursuant to Paragraph 6 B hereof.

C. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

D. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chair and Secretary, on the day and year first written above.

Christina Kuberski, President

THE BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE

By _____
Chair

ATTEST:

Secretary-Board of Trustees