

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Combined Board of Trustees Regular Meeting and Quarterly Board Retreat

March 30, 2023 – 8:00 a.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 Comments
- IV. Opening Remarks
- V. Reports
 - A. Use of Farm Land Owned by the Highland Community College Foundation
 - B. Update from Sports Facilities on the Feasibility of a Potential Athletics, Learning, and Event Center
- VI. Administrative Update
 - A. Senate Bill 3789: Decennial Committee on Local Government & Efficiency Act
- VII. Consent Items
 - A. Academic
 - 1. Joint Educational Agreement Between Columbia College and Highland Community College (Page 1)
 - B. Administration (None)
 - C. Personnel
 - 1. Part-time Instructors, Overload, and Other Assignments (Page 17)
 - D. Financial (None)
- VIII. Main Motions
 - A. Academic (None)
 - B. Administration
 - 1. First Reading – Revised Policy 5.06: Purchases of Supplies and Services (Page 20)

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.

2. First Reading – Revised Policy Manual Appendix: Tenure Review (Page 22)
3. Memorandum of Understanding Regarding Connect NW Illinois Workforce & Innovation Development Group to Pursue Opportunities Related to Fiber Optic Broadband Services (Page 25)

C. Personnel

1. Revised Salary Range Placement: Coordinator, Disability Services (Page 29)
2. Revised Salary Range Placement: Coordinator, Student Success (Page 30)
3. Appointment: Coordinator, Disability Services (Page 31)
4. Appointment: Coordinator, Student Success (Page 32)

D. Financial

1. Approval of Farm Lease Agreement Between Highland Community College and the Highland Community College Foundation to Support the Ag Program (Page 33)
2. Acceptance of Proposal: Purchase of 2023 Kubota MX5400HSTC Tractor and Attachments (Page 39)
3. Contract Award: Welding Certification Program Services (Page 42)
4. Acceptance of Base Gas Sales Agreement with Symmetry Energy Solutions for the College's Natural Gas Supply (Page 85)
5. Payment of Bills and Agency Fund Report – February 2023 (Page 98)

IX. Treasurer's Report: Statements of Revenue, Expenditures, and Changes in Fund Balance (Page 100)

X. **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

XI. **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
- B. Collective Negotiating Matters
 1. 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 109)

XII. Old Business

XIII. New Business

XIV. Adjournment

**AGENDA ITEM #VII-A-1
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**JOINT EDUCATIONAL AGREEMENT BETWEEN
COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached joint educational agreement between Highland Community College and Columbia College.

BACKGROUND: The original agreement with Columbia College was first approved in December 1997 and updated in August 2015 but without an expiration date. Some aspects of the agreement are now out of date, including Transfer of Credit. With the attached agreement, the guidance will be synchronized. In addition, the new format for the Joint Educational Agreements (JEAs) with Columbia College has been renewed to insert the updated articulation agreement as an attachment/appendix, which allows the agreement to be updated without the need for the full JEA to be updated.

BOARD ACTION: _____

**A Joint Educational Agreement
Between
Columbia College
and
Highland Community College**

Pursuant to this Joint Educational Agreement (the Agreement) Columbia College (Columbia) and Highland Community College (Highland), Columbia and Highland together are referred to as the Parties, agree to join in a partnership for the expressed purpose of providing additional educational programs at the baccalaureate level to the citizens of Community College District #519 County. The Agreement replaces the August 19, 2015 Agreement (and all associated supplements and addendums) entered into between the Parties.

WHEREAS, it is the desire of the Parties hereto to expand educational services to the greatest number of students in the Community College District #519, and

WHEREAS, Highland is empowered by virtue of the public Community College Act (Ill. Rev. Stat., Ch. 122, Sec. 103-04) "to enter into contracts with any person, organization, association, or government agency for providing education services" and,

WHEREAS, Columbia is a private, coeducational institution that improves lives by providing quality education to both traditional and nontraditional students, helping them achieve their true potential. To help accomplish its mission, Columbia operates a Columbia College Global (CCG) Division to provide academic programs, guidance, and administration to site locations throughout the country to include online, and,

WHEREAS, the Parties hereto believe this Agreement should be one means of implementing a viable method of cooperation between the Parties, and

WHEREAS, by means of this Agreement the Parties hereto desire to cooperatively extend and articulate programs and courses of each institution and hereby maximize finances, facilities, equipment and personnel of each institution, and by so doing, provide educational services that might be otherwise impractical for either of the Parties individually, and

WHEREAS, the Parties hereto believe that implementation of this Agreement holds promise for the further development of higher education in Community College District #519.

Columbia agrees to provide upper-level courses and baccalaureate degree programs in articulation with specific Highland associate degrees and courses. Columbia agrees to hold such degree completion programs and classes in the Community College District #519, specifically at the Highland Community College campus. Highland agrees to provide facilities for such courses on a space available basis. Baccalaureate degree programs included in this Agreement are:

- Bachelor of Arts in Business Administration**
- Bachelor of Arts in Human Services**

**Bachelor of General Studies
Bachelor of Science in Business Administration**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. TERMS OF AGREEMENT

Any Columbia educational program included by the Parties to this Agreement shall be a program approved by the Missouri Department of Higher Education and the Illinois Board of Higher Education.

2. DURATION AND TERMINATION OF AGREEMENT

This agreement will be in effect until either party issues a letter of intent to cancel the Agreement, with such notification affirmed at least sixty (60) days before the termination date. In the event of termination, students who have entered a program will be allowed a maximum of three (3) years from the date of termination to complete the program under the terms of the Agreement.

3. REVISIONS TO AGREEMENT

Modifications and revisions to the Agreement may be made from time to time as deemed appropriate to both Parties by written and signed amendments or by the new versions of the Agreement as a whole. The procedure for approval of such modifications shall follow the same procedure employed in securing approval of all Parties in the original Agreement. Each of the Parties shall work cooperatively to review, at least biennially, and to update by as appropriate.

4. ADMISSION

Students who complete an associate degree from Highland Community College will be considered as having met Columbia College's academic admissions requirements.

5. CLASS SCHEDULES

Each of the Parties shall work cooperatively to develop a schedule of class offerings that will attempt to be a maximum convenience to students taking classes of both associate and baccalaureate level, which are part of this Agreement. Institutional class schedules shall be exchanged and kept available for student planning.

6. TRANSFER OF CREDIT

Approved courses required by Columbia may be taken at Highland. Enrollment in these approved courses will be provided through the normal Highland registration process. Any course that is offered by both Institutions and is acceptable at the lower level can be taken at the Highland. No semester hours completed at the Highland will transfer to Columbia as upper

level credit. Additional information on transfer credit is provided in the Articulation Agreement at Appendix A.

7. PUBLICITY

This Agreement will be publicized as a cooperative degree completion program for students of Columbia and the Highland. Through joint informational meetings and individual counseling by both institutions, both Parties to this Agreement will be responsible for publicizing the terms of this Agreement to their students. Non-degree-seeking students will be subject to the policies and procedures of both institutions. All questions regarding policies and procedures of either institution will be answered by the designated representative of that institution and by reference to the current Catalog of that institution.

8. TUITION

Columbia shall charge the tuition at its Highland location as is charged at its other Illinois locations. No fees will be charged.

9. FINANCIAL AID

Neither Party is under obligation to provide financial aid to students attending the other institution to complete requirements for any degree. Coordination of financial aid issues shall be provided for students who are dual enrolled in both institutions.

10. COOPERATIVE PROGRAM OPERATIONAL CONSIDERATIONS

To ensure the establishment of a baccalaureate degree completion opportunity for the Community College District #519 residents and the Highland students, Columbia and Highland will develop cooperative programs for community information and other shared administrative concerns.

- a. Columbia will establish a format for classes in accordance with student needs to the extent of Columbia's available resources and with Columbia guidelines. Six 8-week sessions will be offered each year. Columbia's academic calendar consists of three semesters (fall, spring, and summer). Each semester is comprised of two 8-week sessions.
- b. A list of course equivalencies will be completed by both Parties to facilitate advisement and counseling of transfer students.
- c. Columbia will provide a reasonable contribution to the educational support for its program offerings. This support can be in the areas of library support, equipment, student administrative services, and other appropriate areas as mutually agreed upon by both Parties.
- d. Columbia will provide adjunct faculty members who meet the academic qualifications established by the full-time faculty at the Columbia main campus.

- e. Columbia agrees to use and occupy the premises for the sole purpose of education. Use for any other purpose will not be undertaken without first obtaining the written consent of Highland.
- f. Highland will share student information with Columbia within Family Educational Rights and Privacy Act (FERPA) guidelines and Highland Administrative Procedures and Policies. This includes providing Columbia with a mailing list of Highland graduates. The list will be shared each fall and spring semester for the students graduating that semester.
- g. Highland will provide administrative and classroom space to Columbia for the administration and delivery of Columbia degree programs offered through this Agreement.
- h. Highland will provide examination-proctoring support for students enrolled in Columbia courses under the same terms and conditions established for Highland students.
- i. Highland will offer Columbia the opportunity to provide transfer-related articles for inclusion in official student-facing publications.
- j. Columbia will provide Highland with a quarterly email communication for potential graduates with 30 or more semester hours at Highland; emails will be distributed by Highland.
- k. Highland will provide Columbia with timely invitations to all transfer fair and public recruiting events hosted by Highland.
- l. Both Parties are accredited institutions of higher education and hold the applicable accreditations for the degree programs covered in this Agreement. The Parties agree to notify the other in writing of any material change to their accreditation status.
- m. Separate academic records will be maintained by each Party. The Parties acknowledge that all student records arising pursuant to this Agreement are confidential, and that confidentiality shall be maintained by the Parties. Each Party further acknowledges that all information received, including but not limited to, student progress in a program, financial aid awards, academic records, and participation in party-sponsored programs, if any, is protected under FERPA, and each Party agrees that disclosure of such information will be made only in compliance with FERPA.
- n. The Parties will comply with all applicable federal, state and local laws, rules and regulations.
- o. Each Party to this Agreement agrees to be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, omission, or other conduct of any of its officers, agents or employees.

11. LIAISON PERSON

There will be an appointed liaison person from Columbia and Highland in order to facilitate administration of the Agreement.

a For Columbia

Name: Tery Donelson
Title: Senior Director, Military Operations and Partnerships
Address: 1001 Rogers Street, Columbia MO 65215
Phone: (573) 875-4592
Email: TLDonelson@ccis.edu

b. For Highland

Name: Terri Grimes
Title: Executive Assistant to the President
Address: 2998 W. Pearl City Rd, Freeport, IL 61032
Phone: (815) 599-3514
Email: Terri.Grimes@highland.edu

12. RECORDS

Columbia College shall maintain all admission records and transcripts and will issue any and all degrees to students upon completion of the baccalaureate program. Each institution will provide records to the other institution at the written request of the student, subject to the provisions of the FERPA.

13. SCHOLARSHIPS AND STUDENT ACTIVITIES

Highland students admitted to Columbia will be eligible for any extracurricular activities, scholarships, or other recognitions of excellence that are available to students at other Columbia locations.

14. USAGE OF FACILITIES

Provision for office space and classrooms at the Highland campus will continue as originally agreed upon.

a. Office Space. Highland will provide Columbia office space on campus.

b. Classroom Space. Highland will provide classrooms, as needed, on a space-available basis at the Highland campus. Columbia will request the needed classroom(s) at least one semester in advance. Classes held at the Highland campus will have access to the same audio-visual and computer connectivity available to Highland classes.

c. Internet Connectivity. Highland will continue to provide Columbia with access to Internet connectivity and storage space for Columbia owned servers and technical equipment required to remain student service functional.

15. SPECIAL PARTNERSHIP OPPORTUNITY

A special partnership opportunity is included in this Agreement as Appendix B.

16. ENTIRE UNDERSTANDING

It is expressly understood and agreed that this Agreement embodies the entire understanding between the Parties regarding the Agreement's subject matter.

17. EFFECTIVE DATE

This Agreement takes effect beginning on the day after the last Party signs.

SO, AGREED:

DR. DAVID R. RUSSEL
President
Columbia College

MS. CHRIS KUBERSKI
President
Highland Community College

Date

Date

APPENDIX

- A. Highland Community College/Columbia College Articulation Agreement
- B. Columbia College and Highland Community College Partnership Agreement

APPENDIX A – Joint Educational Agreement Highland Community College/Columbia College

**COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE
ARTICULATION AGREEMENT**

The Articulation Agreement is negotiated and maintained under a separate cover to allow for programmatic changes and updates without requiring a complete review and negotiation of the Joint Educational Agreement.

COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE ARTICULATION AGREEMENT

This Articulation Agreement (the "Agreement") is entered into by and between Columbia College, with its principal place of business located at 1001 Rogers Street, Columbia, Missouri 65216 ("Columbia College") and Highland Community College, 2998 W. Pearl City Road, Freeport, Illinois 61032 ("Highland Community College") (Columbia College and Highland Community College to as the "Parties") as of the date set forth below and reflects the terms, conditions and understanding of the Parties related to the subject matter set forth herein. This Agreement supersedes all previous articulation agreements between the Parties.

I. COLUMBIA COLLEGE

Columbia College is a private, non-profit, coeducational institution of higher education that offers associate, bachelor's, and master's degrees and certificates. Columbia College is regionally accredited by the Higher Learning Commission. Columbia College students may enroll in day, evening, or online education classes at the main campus in Columbia, Missouri, or at one of the many Columbia College Global Division locations.

II. HIGHLAND COMMUNITY COLLEGE

Highland Community College is a two-year community college established in 1962 in Freeport, Illinois serving Community College District 519. The college is home to about 6,000 students and 190 faculty members, of which only 49 are full-time. Highland is technologically advanced, and it is one of the pioneers in Distance Learning Programming. Highland Community College is committed to shaping the future of their 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. The institution is regionally accredited by the Higher Learning Commission and maintains specialized accreditation in the areas of automotive repair, nursing, medical assistance and emergency medical response.

III. PURPOSE OF AGREEMENT

Columbia College and Highland Community College desire to enter into this Agreement for the purpose of establishing the guidelines to facilitate the transfer of academic credit earned by students at Highland Community College for application towards a baccalaureate degree at Columbia College.

IV. TRANSFER OF CREDIT

A. Credit Hours

At least 39 course credit hours must be taken in upper level courses to earn a bachelor's degree from Columbia College. The remaining course credit hours required for a bachelor's may be completed at Columbia College, Highland Community College, or with other transfer credit hours approved by Columbia College. Highland Community College students must also complete a minimum of 30 course credit hours in Columbia College courses to satisfy the Columbia College residency requirement.

B. General Education

As of the date of this Agreement, and subject to any curriculum changes by either party, Columbia College will accept the Highland Community College Associate of Arts, Associate of Science, or Associate of Engineering Science degrees as satisfying all of the Columbia College general education requirements.

As of the date of this Agreement, and subject to any curriculum changes by either party, Columbia College will accept the Highland Community College Associate of General Studies, Associate of Applied Science, or any other associate degree not specifically mentioned in this Agreement as satisfying all of the Columbia College general education requirements if the student completes the following coursework:

- ENGL 122 Rhetoric and Composition II with a grade of "C" or higher.
- Complete an additional 30 semester hours with at least three hours from each of the following groups of course codes:
 - o Group 1: Anthropology, Geography, Psychology, Sociology
 - o Group 2: Arts, Communications, English, History, Music, Political Science, Religion
 - o Group 3: Biology, Chemistry, Environmental Science, Geology, Natural Science, Physics
 - o Group 4: MATH 066 Beginning Algebra or higher (Please Note: MAT 066 and 067 are developmental level and will count towards meeting the group requirement but not the 30 hour total)

C. Individual Courses

Credits earned at Highland Community College and/or other accredited institutions of higher education will be evaluated individually by the Columbia College Office of the Registrar. Columbia College will periodically provide a Course Equivalency Guide to Highland Community College academic advisors and administrators for reference. If approved and accepted by Columbia College, credits earned at Highland Community College in courses above developmental level, for which the student earned a grade of "C" or better, will be accepted for transfer credit to Columbia College, and will be granted the Columbia College equivalency listed on the Course Equivalency Guide.

D. Concurrent Enrollment

As of the date of this Agreement, and subject to any curriculum changes by either party, i) students who complete an approved associate degree with Highland Community College at any time during their pursuit of a bachelor's degree with Columbia College, are eligible for the general education waiver, ii) students who complete any other associate degree with Highland Community College, during their pursuit of a bachelor's degree with Columbia College, may complete additional coursework to fulfill the general education requirements, outlined in Section B, once all the general education waiver requirements are met and the associate degree is awarded, the student will be eligible for the general education waiver. Coursework may be completed with Columbia College, Highland Community College, or any other accredited institution from whom transfer credit is accepted by the Columbia College Office of the Registrar.

V. COLUMBIA COLLEGE ADMISSION

Students who complete an associate degree from Highland Community College will be considered as having met Columbia College's academic admissions requirements.

VI. DURATION OF AGREEMENT

The Agreement will remain in effect until either Party sends a letter of intent to terminate the Agreement to the non-terminating Party at least thirty (30) days prior to the termination date. The Parties agree that any student applications submitted and in progress at the termination date will be completed under this Agreement.

VII. REVISION OF AGREEMENT

- A. Items not specifically mentioned within this Agreement will be governed by the then-current Columbia College Catalog.
- B. Amendments and/or revisions to this Agreement may be made in writing at any time by mutual consent of the Parties and set forth in the form of an addendum to this Agreement. Both Parties shall work cooperatively to review and to update regularly specific items or operational procedures included in this Agreement.
- C. Revisions to this Agreement based solely upon updates to curriculum or degree requirements, which do not fundamentally alter the nature of this Agreement, may be made by agreement of the parties. A history of such revisions will be amended to this Agreement for records purposes.

VIII. PUBLICITY

Other than as specifically permitted in this Agreement, neither Party shall use the name, trade name, trademark or any other designation of the other, or any contraction, abbreviation, adaptation or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the other Party's prior written consent in each case.

This Agreement may be publicized by either Party as a cooperative degree completion program for students of Highland Community College. Through joint informational meetings and individual counseling by both institutions, both Parties to this Agreement will be responsible for publicizing the terms of this Agreement to their students. Non-degree-seeking students will be subject to the policies and procedures of both institutions. All questions regarding policies and procedures of either institution will be answered by the designated representative of that institution and by reference to the current published Catalog or Bulletin of that institution.

IX. RIGHTS & RESPONSIBILITIES

- A. Both Parties are accredited institutions of higher education and hold the applicable accreditations for the degree programs covered by this Agreement. The Parties agree to notify the other in writing if any material change to their accreditation status.
- B. The Parties acknowledge that Columbia College has the unilateral right, in its sole discretion, to amend its policies and procedures or to adopt new policies and procedures, and that all students will be subject to such amended or new policies and procedures.
- C. Separate academic records will be maintained at each Party. The Parties acknowledge that all student records arising pursuant to this Agreement are confidential that confidentiality shall be maintained by the Parties. Each party further acknowledges that all information received,

including but not limited to, student progress in a program, financial aid awards, academic records, and participation in party-sponsored programs, if any, is protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA"), and each party agrees that disclosure of such information will be made only in compliance with FERPA.

- D. The Parties will comply with all applicable federal, state, and local laws, rules, and regulations.
- E. Each Party to this Agreement agrees to be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, omission, or other conduct of any of its officers, agents, or employees.

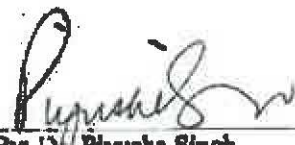
X. GENERAL TERMS

- A. This Agreement is governed by and constructed in accordance with the laws of the State of Missouri, without regard to any conflict of laws provision.
- B. If any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

This Agreement is entered on this 19th day of August, 2021 and goes into effect at the beginning of Columbia College's Fall Session 2021-22 (August 30, 2021).

COLUMBIA COLLEGE

HIGHLAND COMMUNITY COLLEGE


By: Piyusha Singh
Provost, Senior VP Academic Affairs


By: Chris Kuberski
President

APPENDIX B – Joint Educational Agreement Highland Community College/Columbia College

**COLUMBIA COLLEGE AND HIGHLAND COMMUNITY COLLEGE
PARTNERSHIP AGREEMENT**

The Partnership Agreement is negotiated and maintained under a separate cover to allow for programmatic changes and updates without requiring a complete review and negotiation of the Joint Educational Agreement.

Columbia College and Highland Community College Partnership Agreement

Statement of Opportunity

Columbia College is interested in expanding our relationship with Highland Community College to provide their graduates and employees increased exposure to educational opportunities at an affordable cost. Along with increased enrollments, additional benefits to Columbia College through the partnership would include additional marketing and recruiting opportunities.

Partnership Purpose

This is a partnership between Columbia College (referred to in the remaining document as "CC") and Highland Community College (referred to in the remaining document as "HCC"). The partnership name will be CC-HCC. Because of this partnership, graduates of HCC will enjoy a diverse, four-year, private college experience that places emphasis on cost transparency and student services. The goals of this partnership agreement are outlined below.

This Partnership Agreement will:

- Promote Associate Degree completion at HCC and provide graduates/employees a more affordable opportunity to pursue a Bachelor's or Master's degree program at CC.
- Implement an improved and reliable process for recruiting HCC graduates/employees for CC degree completion.

Partnership Profile

Columbia College

Columbia College is a private, non-profit, coeducational institution of higher education that offers associate, bachelors, and master's degrees and certificates. Columbia College is regionally accredited by the Higher Learning Commission. Columbia College students may enroll in day, evening, or online education classes at the main campus in Columbia, Missouri, or at one of the many Columbia College Global Division locations.

Highland Community College

Highland Community College is a two-year community college established in 1962 in Freeport, Illinois serving Community College District 519. The college is home to about 6,000 students and 190 faculty members, of which only 49 are full-time. Highland is technologically advanced, and it is one of the pioneers in Distance Learning Programming. Highland Community College is committed to shaping the future of their 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. The institution is regionally accredited by the Higher Learning Commission and maintains specialized accreditation in the areas of automotive repair, nursing, medical assistance and emergency medical response.

Partnership Structure

CC agrees to:

- Provide enhanced benefits to HCC graduates by:

- Increasing the existing Associate Degree Transfer Grant from 5% to 10% for eligible HCC Associate Degree graduates pursuing an undergraduate degree program online, at our Highland location or at one of CC's nationwide locations (benefit not applicable to traditional Day program courses in Missouri). To be eligible, the graduate must:
 - Be enrolled in a CC undergraduate degree program
 - Have completed an Associate Degree consisting of 60 or more credit hours and graduated from HCC
 - Not have attended another college, other than HCC, since the awarding of the Associate Degree
- Accepting up to 90 transfer credit hours, including up to 81 lower level credit hours
- Provide enhanced benefits to HCC employees by:
 - Offering a 10% tuition discount for all courses taken at CC, including undergraduate, graduate, and non-degree seeking – online, at our Highland location or at one of CC's nationwide locations (benefit not applicable to traditional Day program courses in Missouri).
 - Accepting up to 90 transfer credit hours, including up to 81 lower level credit hours
- Publicize the partnership by creating a landing page on the CC website that promotes and explains the benefits of this partnership agreement. HCC will review and can make changes to the copy.

HCC agrees to:

- Provide increased exposure and recruitment opportunities for CC through the following:
 - Send semi-annual email blasts to all employees and students promoting the partnership with CC. Email content will be provided by CC Partnership and Marketing teams and approved and distributed by HCC.
 - Continue to notify CC of all advertised recruitment opportunities including transfer fairs. Additionally, continue to provide the opportunity for a minimum of one private table set-up per month during the fall and spring semesters. Prior to displaying, CC representative will notify Enrollment and Records Director day, time, and building.
 - Allow CC to present educational opportunities to new employees based on a schedule agreed upon by both parties.
 - Continue to display CC transfer material in high traffic areas. CC will be responsible for keeping materials current.
 - Include CC (same as any transfer institution) in any student facing publications about transfer options; both digital and print.
 - Promote the relationship on the transfer institution landing page (if one exists), reflecting the CC-HCC partnership and its benefits.
 - Allow the use of the HCC name and logo in a press release and marketing materials with review and approval by the HCC Marketing and Community Relations Director.

Tuition, Financial Aid and Billing

- The 10% Associate Degree Transfer Grant offered to HCC transfer students cannot be retroactively applied but may be combined with other institutional aid. CC financial aid awarding policies will be adhered to for the stacking order of aid.

- The 10% tuition discount offered to HCC employees cannot be retroactively applied but may be combined with other institutional aid. CC financial aid awarding policies will be adhered to for stacking order of aid.
- Eligibility for scholarships is not diminished due to this offer.
- No fees, such as an application fee, technology fee, and graduation fee under the Truition® model for courses taken through our online and nationwide locations.
- All books will be provided at no additional charge, including lab kits, through our Truition® model for courses taken through our online and nationwide locations.

Trademark and Logo use: Except as stated in this agreement, neither party shall be authorized to use the trademark, logo, or trade names of the other party without prior permission, whether for advertising, goods, services, or otherwise.

Trade Secrets and Confidential Information: It is understood by CC and HCC that all membership/ affiliate lists and documentation of either organization's programs, designs, pricing policies, business practices and proposals, and any other such information or property will be treated as confidential and proprietary.

Limitation on Liability: Neither party, nor its employees, officers or volunteers, shall be liable for any incidental nor consequential damages arising from this agreement.

Dates of Agreement: The partnership between CC and HCC will begin 60 days after the final signature and extend for three years, unless terminated as indicated here. Either party may terminate this agreement at any time by giving the other party a 60-day written notice of the termination. This agreement does not imply exclusivity to either party involved. The actual partnership period may be extended, if agreeable to both parties.

General Terms: This Agreement is governed by and constructed in accordance with the laws of the State of Missouri, without regard to any conflict of laws provision. If any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

The parties will comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the student confidentiality obligations set forth under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA").

Having read and understood the details of this Agreement, the parties below agree to the terms outlined in this document.

Highland Community College Representative

Columbia College Representative

By: 

By: 

Printed Name: CHRISTINA KUBERSKI

Printed Name: JAMES ARNOLD

Title: President

Title: Interim Vice President of Enrollment, Marketing & Communication

Date: 3/13/21

Date: 3/16/21

**AGENDA ITEM #VII-C-1
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

PART-TIME INSTRUCTORS, OVERLOAD, AND OTHER ASSIGNMENTS

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached list of part-time instructors, overload, and other assignments.

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

BOARD ACTION: _____

Spring 2023				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Humanities/Social Sciences/Fine Arts								
Laura	Early			Matilda Stage Director				\$5,000.00
Randy	Haldeman			Matilda Music Director				\$5,000.00
Dagny	Brandt	6334	MUS110A	Applied Music - Voice				\$200.00
Dagny	Brandt	6340	MUS210A	Applied Music Major - Voice				\$1,200.00
Jody	Brubaker	6334	MUS110A	Applied Music - Voice				\$600.00
John	Hartman	6336	MUS112A	Applied Music - Guitar				\$400.00
Bill	Petersen	6344	MUS214A	Applied Music Major - Winds				\$400.00
Renee	Schultz	6338	MUS114A	Applied Music - Winds				\$200.00
Renee	Schultz	6344	MUS214A	Applied Music Major - Winds				\$400.00
Nadia	Wirchnianski	6355	MUS111A	Applied Piano				\$600.00
Colette	Binger	6244	PSY160N	Psych of Human Relations		2	\$602.00	\$1,204.00
Harry	Bodell	6805	SPCH191Y1C	Fund of Speech Communications		3	\$1,356.73	\$4,070.19
Harry	Bodell	6249	SPCH191Y1B	Fund of Speech Communications		3	\$1,492.40	\$4,477.20
Thompson	Brandt	6370	MUS268Y1B	Music of the USA		3	\$678.37	\$2,035.11
Ashley	Harms	6254	ECE202Y1	Curriculum in EC Settlngs		3	\$590.00	\$1,770.00
Julie	Hartman-Linck	6455	SOCI274Y1	The Family		3	\$1,356.73	\$4,070.19
Cynthia	Runte	6592	ECE127HBN	Music/Movement Young Child		3	\$590.00	\$1,770.00
Heidi	Spotts-Manthey	6363	MUS267Y1	Intro to Music		3	\$602.00	\$1,806.00
Syed	Uddin-Ahmed	6236	POL151Y1	Intro to Political Science		3	\$1,356.73	\$4,070.19
Business Technology								
Amy	Chamberlin			Careers to Consider event presenter				\$250.00
Melissa	Johnson			Careers to Consider event presenter				\$250.00
Christine	McDermet			Careers to Consider event presenter				\$250.00
Cody	Pitts			Careers to Consider event presentation assistant				\$150.00
Aaron	Sargent			Careers to Consider event presenter				\$250.00
Kristin	Stinnett			Careers to Consider event presenter				\$250.00
Todd	Vacek			Careers to Consider event presenter				\$250.00
Monica	Pierce			Ag Dual Credit Coordination and Supervision (Fall 2022)				\$3,798.83
Monica	Pierce			Ag Dual Credit Coordination and Supervision (Spring 2023)				\$3,527.49
Miscellaneous								
Donald	Walker			Assistant Softball Coach				\$2,000.00
Kathryn	Jones			Assistant Softball Coach				\$2,500.00
Mark	Peterson	6630	PERS037ACC	WWI Overview				\$41.25
Kay	Sperry	6100	NURS109HBX	Portion BNA Lab (substitution)		0.4	\$1,492.40	\$59.69
						0.672	\$1,628.07	\$1,094.06
Debra	Johnson	6895	NURS109HBH	Portlon of BNA Lecture	40		\$38.00	\$760.00
Amanda	Lessman	6895	NURS109HBH	Portion of BNA Lecture		2.75	\$1,356.73	\$2,727.02
Cassie	Mekeel	6103	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
Connie	O'Brien	6512	NURS122HB	Medical Assist Seminar	40		\$38.00	\$1,520.00

FIRST	LAST	CRN	SUBJECT	COURSE TITLE	CLOCK HRS	CREDIT HRS	RATE	TOTAL SALARY
Other Assignments								
James	Blair			Worked scorer's table in February - 2 games				\$ 100.00
Bill	Pospischil			Worked scorer's table in February - 6 games				\$ 300.00
Robert	Buckwalter			Worked scorer's table in February - 4 games				\$ 200.00
Jeff	Slattengren			Worked scorer's table in February 2 games				\$ 100.00
Eric	Katzenberger			Worked scorer's table in February - 4 games				\$ 120.00
Austin	Gravert			Careers to Consider presentation assistant				\$ 150.00
Emma	Gustafson			Careers to Consider presentation assistant				\$ 150.00
Anna	Morgan			Careers to Consider presentation assistant				\$ 150.00
James	Blair			Worked scorer's table in February - 9 games				\$ 450.00
Robert	Buckwalter			Worked scorer's table in February - 12 games				\$ 600.00
John	Hartman			Piano tuning				\$ 390.00
Eric	Katzenberger			Worked scorer's table in February - 12 games				\$ 360.00
Bill	Pospischil			Worked scorer's table in February - 10 games				\$ 500.00
Jeff	Slattengren			Worked scorer's table in February - 5 games				\$ 250.00

**AGENDA ITEM #VIII-B-1
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – REVISED POLICY 5.06
PURCHASES OF SUPPLIES AND SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading revised policy 5.06, Purchases of Supplies and Services, which is included in Chapter V, Finance, of the policy manual.

BACKGROUND: The recommended revised policy supports accountability in the College's purchasing processes and procedures. If measures taken to assist those with purchasing authorization with meeting the required processes and time lines are unsuccessful, the new language would allow for suspension of that authorization. There will be an appeal process and ability for individuals to regain their authorization.

BOARD ACTION: _____

5.06 Purchases of Supplies and Services (Revised Reaffirmed 5/24/22)

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

All required forms (see G:General\Accounting) are to be forwarded to the Manager of Accounting following completion within vendor and/or College deadlines. Required forms for purchases of supplies and services that do not include appropriate written approvals or supporting documents will be the responsibility of the individual and not the obligation of the College. Purchases that are not appropriate College expenses will be the responsibility of the individual and not the obligation of the College. The College may suspend purchasing authorization and/or access if policies are not adhered to. Individuals who are suspended will have the ability to appeal to the Vice President/CFO. Administrative Services.

**AGENDA ITEM #VIII-B-2
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – REVISED POLICY MANUAL APPENDIX
TENURE REVIEW**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for first reading revised Appendix, Tenure Review, which is included in the policy manual.

BACKGROUND: The Tenure Review Appendix was reviewed as part of the Policy Review Committee’s regular cycle of review of the Policy Manual. The recommended revisions provide further clarification on the steps involved in the process.

BOARD ACTION: _____

Highland Community College

Tenure Review Process (Revised [February 11, 2021](#))

Notwithstanding the important charge given to hiring committees in selecting high-quality faculty to serve the college's educational mission, the work of tenure review committees—and the processes followed by such committees—is vital to the long-term success of Highland Community College. To that end, the following guidelines should be followed by all tenure committees.

- A. Tenure committees should consist of tenured faculty members from the same department and from the same division as that of the tenure candidate whenever possible and practical; if extenuating circumstances make this difficult or impractical, then faculty membership from outside divisions should make sense (i.e., one's area(s) of expertise should directly pertain to the field of specialty of the tenure candidate). Doing so will help to ensure all faculty members can contribute meaningfully to the tenure review process. Division deans will not serve as members of these tenure committees. Tenure committees, whenever possible, shall be formed prior to the beginning of the semester that the tenure process is to begin. It will be the responsibility of the dean to initiate the process.
- B. Any tenured faculty member who wishes to serve on a prospective tenure committee—in accordance with the guidelines set forth on page 21 of the Faculty Handbook—will be eligible to serve. (The language from the Faculty Handbook, page 21, appears as follows: “. . . a committee consisting of three tenured faculty members from the appropriate division”). As indicated above, preference will be given to those in the same department and division as the tenure candidate. If more than three faculty members wish to serve on a tenure committee, the division dean will determine the membership of the committee. Selection criteria shall include, but is not limited to, needs of the tenure candidate and strengths of the tenured faculty members to support the needs of the tenure candidate. Additionally, if a faculty member has served on a recent hiring committee or tenure committee within the department or division, they may be passed over for faculty who have not served recently. If less than three faculty wish to serve on a prospective tenure committee, the division dean will use the same selection criteria above to fill the remaining spots on a tenure committee.
- C. One faculty member from this tenure committee shall serve as chair of the committee. The tenure committee will select the chair of the committee from its membership. Division deans will not serve as chair of these tenure committees.
- D. Faculty tenure committees should address the tenure candidate's mastery of knowledge content, teaching and classroom effectiveness, and the rigor of course content and instruction, among other issues related to assessing and evaluating the candidate. This may also include the review of a portfolio submitted by the tenure candidate. Tenure

committee members should also be willing to serve as mentors to the candidate, offering guidance and constructive feedback throughout the tenure review process.

- E. The tenure committee shall meet at least once a semester until a recommendation is submitted to the division dean. Each committee member should observe the tenure candidate at least once each semester until a recommendation is submitted to the division dean. The tenure committee and the division dean should reach a conclusion either for or against tenure independent of one another: Each division dean should conduct his or her own independent recommendation of tenure for the candidate, allowing the faculty committee to reach a separate recommendation. The faculty committee will submit its recommendation to the dean. The dean will forward his or her recommendation along with the faculty recommendation to the Vice-President/~~CAO, of Academic Services/CAO~~. The Vice President/CAO, of Academic Services/CAO will forward his or her recommendation along with the dean and faculty recommendations to the President. The President makes his or her recommendation to the Board of Trustees for their consideration.
- F. If a probationary period for the tenure candidate is recommended, rationale and a corrective action plan if required should be provided in writing to all relevant parties: the division dean, the tenure committee members, and the tenure candidate as required by Illinois Tenure Law.
- G. If the Dean and/or Vice-President/~~CAO, of Academic Services/CAO~~ disagrees with the faculty recommendation, a written rationale should be provided to the committee.
- H. The division dean, in consultation with the tenure candidate and the faculty chair of the tenure review committee, shall be responsible for filling vacancies on the committee as soon as reasonably possible in the event of a retirement, resignation, sabbatical leave, or any other reason for said vacancy. Once a vacancy has been filled, the replacement committee member will serve until the completion of the tenure process.
- I. If there is any conflict of interest involving a faculty member serving on a tenure committee, then, as soon as the conflict of interest has been identified, that faculty member must resign from that particular tenure committee. Conflict of interest is defined in Policy 5.081 (Item G.1.c.).

**AGENDA ITEM #VIII-B-3
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING REGARDING
CONNECT NW ILLINOIS WORKFORCE & INNOVATION
DEVELOPMENT GROUP TO PURSUE OPPORTUNITIES RELATED TO
FIBER OPTIC BROADBAND SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Memorandum of Understanding (MOU) regarding Connect NW Illinois Workforce & Innovation Development Group for fiber optic broadband services in order to pursue opportunities to create effective workforce and innovation development programs throughout the rural NW Illinois area.

BACKGROUND: The College has been partnering with several area businesses, with Jo-Carroll Energy as the lead representative of the NW Illinois Workforce & Innovation Development Group. The initial goal of the group is to obtain funding to support the installation of fiber optic broadband services to the rural community. The secondary purpose of this group is to develop a pipeline of needed workforce to support the installation and related support services. The types of positions needed would include, but not be limited to, overhead and fiber construction, engineering, network technicians, and cybersecurity specialist. The College would work with the local Career and Technical Education Academy to develop curriculum and related internships and possible apprenticeship programs that would lead to the previously mentioned careers. There is no one specific grant at this time that the group is applying for, but timelines of the grants are often short. Having MOUs and support letters in place from area partners helps the process and increases the chances of success.

BOARD ACTION: _____

MEMORANDUM OF UNDERSTANDING

Re: Connect NW Illinois Workforce & Innovation Development Group

This letter confirms the mutual intentions of the undersigned parties, sometimes referred to collectively as “Parties” or individually as “Party”, with respect to pursuing opportunities to create effective workforce and innovation development programs throughout the rural NW Illinois area, (the “Project”). Except for certain binding provisions referred to herein, this document, in and of itself, does not represent an enforceable legal contract.

The parties shall use their reasonable efforts to complete the Project contemplated hereby on or before any subsequent grant agreement requirements, or such other date as agreed between the parties (“Completion Date”).

1. **Background.** Throughout the rural areas of Northwest Illinois, local Internet Service Providers (ISPs) are continuing efforts to buildout a future-proof network of fiber optic broadband services to unserved and underserved homes, businesses, and farms. This infrastructure will allow for enhanced quality of life services and foster innovation, such as but not limited to, remote working, telemedicine, virtual school days and classes, smart agriculture, increased rural recruitment and retention, increased property values, business investment, entrepreneurship and job creation, and overall economic growth and stability. Furthermore, the significant importance for this much needed service was demonstrated by the recent COVID-19 pandemic where many rural citizens were forced to remote work and school. For many people living in rural areas, this was not an option due to inadequate broadband service from both a bandwidth capacity and system reliability perspective.

These fiber optic buildouts require the services of a skilled workforce. The workforce demand continues to grow at a rapid pace as unprecedented state and federal funding for fiber optic investments roll out. The recent Infrastructure Investment and Jobs Act (IIJA - aka “Infrastructure Bill”) dedicated \$65B to high-speed broadband. Currently, Illinois is estimated to receive nearly \$1B of the IIJA funding via the Broadband Equity, Access, and Deployment (BEAD) Program. Additional funding is also being made available through programs such as the USDA-RUS ReConnect and Community Connect Grant. Such funding is crucial to building out the low density, high-cost areas across rural America, including NW Illinois.

Efforts to provide a skilled and qualified workforce to construct and operate large-scale fiber optic systems will require effective classroom-to-career pathways and associated apprenticeship programs that focus on the Fiber Broadband Technician cluster but inherently include other skills such as fiber overhead and underground construction, engineering, network technicians, and cybersecurity specialists. These exploration, training, and certification programs will be administered locally via Career Technical Education (CTE) institutions and the multiple school districts they serve, post-secondary institutions, and support from local ISPs and various industry partners.

This consortium of key stakeholders will focus on providing local resources to area students and residents who seek to pursue the training and experience needed to qualify and ultimately fulfill the workforce needs of the fast-growing fiber optic deployments throughout the region. Initial career interest will be generated with innovative solutions, such as virtual reality experiences that allow students from Junior High through High School to explore a multitude of industry jobs, such as those aforementioned. Students can then enroll in CTE classes to begin learning key skill sets followed by enrollment into a fully certified post-secondary program and/or a sponsored apprenticeship program. Participating ISPs will provide support through class demonstrations by subject matter experts, summer internships, and ultimately full-time jobs with related on-the-job-learning (OJL) as required by apprenticeship programs.

The Program will also be developed with the scalability to promote innovation and workforce development by promoting other local industries. For example, area employers from any industry could create virtual reality experiences for specific job functions to simply be added to the cloud-based ‘library’ of existing VR exploratory experiences. Other key industries, such as agriculture, can be a focus to continue fostering the development of smart ag solutions that utilize the expanding fiber broadband footprint.

2. **Terms.** The principal terms of the proposed Project shall utilize reasonable efforts by each Party.

3. **Confidentiality Agreement:** The parties (including related parties such as legal advisors and auditors) agree with respect to all information that is furnished or disclosed by another party, including, but not limited to, information regarding such party's (and its subsidiaries' and affiliates') organization, personnel, business activities, customers, policies, assets, finances, costs, sales, revenues, technology, rights, obligations, liabilities, strategies and other information obtained during the due diligence process ("Information"), that, (i) such Information is confidential and/or proprietary to the disclosing party and is entitled to and shall receive treatment as such by the receiving party; and (ii) the receiving party will hold in confidence and not disclose nor use (except in respect of the transactions contemplated by this letter) any such Information, treating such Information with the same degree of care and confidentiality as it accords its own confidential and proprietary Information; provided, however, that the receiving party shall not have any restrictive obligation with respect to any Information which (i) is contained in a printed publication available to the general public, (ii) is or becomes publicly known through no wrongful act or omission of the receiving party, or (iii) is known by the receiving party without any proprietary restrictions by the furnishing/disclosing party at the time of receipt of such information. The obligations of the parties under this Section shall survive this agreement for three (3) years.

4. **Counterparts.** This letter may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts, taken together, shall constitute one and the same agreement. Signatures may be exchanged by email, with original signatures to follow. Each party hereto agrees to be bound by his or its own email signature and accepts the email signature of the other parties hereto.

5. **Miscellaneous.** This letter shall be governed by the substantive laws of the State of Illinois without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings of such parties (whether oral or written). No promise, inducement, representation, or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

6. **No Binding Obligation.** Except for Sections 3 through 6, **THIS MEMORANDUM OF UNDERSTANDING & PROPOSAL DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS MEMORANDUM OF UNDERSTANDING & PROPOSAL. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE DEFINITIVE AGREEMENT CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH DEFINITIVE AGREEMENT.**

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding & Proposal to be executed by their respective officers as of the date first above written.

BEST, INC.

By: _____
Date:
Print Name:
Its:

WHITESIDE COUNTY
ECONOMIC DEVELOPMENT

By: _____
Date:
Print Name:
Its:

NW ILLINOIS ECONOMIC DEVELOPMENT

By: _____
Date:
Print Name:
Its:

MORRISON TECH

By: _____
Date:
Print Name:
Its:

SAUK VALLEY COMMUNITY COLLEGE

By: _____
Date:
Print Name:
Its:

HIGHLAND COMMUNITY COLLEGE

By: _____
Date:
Print Name:
Its:

WHITESIDE AREA CAREER CENTER

By: _____
Date:
Print Name:
Its:

CTE ACADEMY

By: _____
Date:
Print Name:
Its:

JO-CARROLL ENERGY, INC. (NFP)

By: _____
Date:
Print Name:
Its:

WOLF LINE CONSTRUCTION

By: _____
Date:
Print Name:
Its:

STRADA COMMUNICATIONS, LLC

By: _____
Date:
Print Name:
Its:

TBA

By: _____
Date:
Print Name:
Its:

TBA

By: _____
Date:
Print Name:
Its:

TBA

By: _____
Date:
Print Name:
Its:

**AGENDA ITEM #VIII-C-1
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED SALARY RANGE PLACEMENT
COORDINATOR, DISABILITY SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the revised salary range placement for Coordinator, Disability Services, with placement at range 29 on the Highland Salary Range Table.

BACKGROUND: The incumbent in this position recently retired and the position was advertised externally to fill the vacancy. After reviewing salary data for comparable positions, the salary range placement is being changed from range 27 to 29 to align with local and regional market data.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-2
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED SALARY RANGE PLACEMENT
COORDINATOR, STUDENT SUCCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the revised salary range placement for Coordinator, Student Success, with placement at range 30 on the Highland Salary Range Table.

BACKGROUND: The position was advertised externally to fill the vacancy after the incumbent in the position transferred internally. After reviewing salary data for comparable positions, the salary range placement is being changed from range 27 to 30 to align with local and regional market data.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-3
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
COORDINATOR, DISABILITY SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Amber Macklin as the full-time Coordinator, Disability Services, beginning April 17, 2023, at an FY23 salary of \$48,376, plus appropriate fringe benefits. This is a full-time, exempt professional position and is within the FY23 budget.

BACKGROUND: Amber Macklin comes to Highland from CONTACT of Northern Illinois, where she has served as the Executive Director since 2021. In this role, she manages the operations of the CONTACT office, ensures the implementation of procedures and workflow, develops networking opportunities with other social service organizations, and works with Board of Directors to develop and implement short and long-term goals. Ms. Macklin also holds a position as a Senior Associate at World Financial Group specializing in providing a financial education for families. Ms. Macklin previously served as an Independent Living Advocate/ Youth Educational Advocate at RAMP for four years where she assisted and prepared individuals with disabilities to obtain/maintain their independence through education, resources, and advocacy, developed relationships with community agencies to promote awareness about RAMP and individuals with disabilities, and provided education on rights and accommodations for individuals with disabilities.

Ms. Macklin obtained her Associate of Applied Science degree from Anthem Career College in Nashville, Tennessee, and her Bachelor of Science degree from Grand Canyon University in Phoenix, Arizona.

Ms. Macklin's experience working with individuals with disabilities and serving as their advocate, knowledge of accommodations and regulations governing accessibility, and ability to liaise with community services and resources, make her an outstanding choice for the position.

BOARD ACTION: _____

**AGENDA ITEM VIII-C-4
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
COORDINATOR, STUDENT SUCCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the appointment of Natalie Gordon as the full-time Coordinator, Student Success, beginning June 1, 2023, at an FY23 salary of \$56,020 plus appropriate fringe benefits. This is a full-time, exempt professional position and is within the FY23 budget.

BACKGROUND: Natalie Gordon comes to Highland from the Byron School District where she has served as a Special Education Teacher in the high school since 2008. In this role, Ms. Gordon develops, implements, and monitors Individualized Educational Plans (IEP) for students, teaches them how to access resources, advocate for themselves, and succeed in a variety of environments through work placements and community trips, supervises support staff, and collaborates with teachers, related service providers, administrators, and parents to ensure that students are able to reach their fullest potential. She has diverse experience using various technologies to facilitate remote learning for students and has used a wide range of adaptive equipment in order to aid classroom instruction and community experiences for all students. In addition to her experience in the education field, Ms. Gordon has acted as the Theatre Director of the Penguin Project of the Sauk Valley, a community theatre for students with special needs, since 2018.

Ms. Gordon obtained her Associate of Arts degree from Sauk Valley Community College in Dixon, Illinois. She was awarded her Bachelor of Arts degree in Theatre Arts from Columbia College in Columbia, Missouri, and her Master of Science in Education degree, majoring in Special Education, from Northern Illinois University in DeKalb, Illinois.

Ms. Gordon's focus on student success and academic support, along with her extensive experience in education and a graduate degree in that field, make her an excellent addition to the Student Success team.

BOARD ACTION: _____

**AGENDA ITEM #VIII-D-1
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF FARM LEASE AGREEMENT BETWEEN
HIGHLAND COMMUNITY COLLEGE AND
THE HIGHLAND COMMUNITY COLLEGE FOUNDATION
TO SUPPORT THE AG PROGRAM**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached farm lease agreement between Highland Community College and the Highland Community College Foundation for use of the entire 55 acres of land owned by the HCC Foundation at a cost of \$1 per year. The term of the lease will be April 1, 2023 to the last day of March 2024, and year-to-year each year thereafter unless agreed by both entities to terminate the agreement. It is further recommended that, if the HCC Foundation is unable to obtain a tax abatement on the property, the College will cover the cost of the property taxes (currently less than \$2,500 per year). In addition, the College will assume the liability insurance coverage for the additional acreage.

BACKGROUND: The attached farm lease provides the opportunity for the Highland Community College Ag program to farm the entire 55 acres owned by the HCC Foundation. For many years, the College has had access to 15 acres of land for use in the program, which has provided a wide variety of hands-on learning experiences for our students. The remainder of the property was leased to Mr. Keith Hinrichs, who farmed the land. With his passing, the College has the opportunity to farm the entire property.

Under the lease, the College will be responsible for maintaining the property, planting and harvesting a crop each year, and paying real estate taxes on the property should it not qualify for tax exemption. The land will be used for educational purposes as part of the Agriculture program, and proceeds from any crop sale shall also be dedicated to educational purposes, in particular the agricultural educational program.

BOARD ACTION: _____

FARM LEASE
(Agricultural Education Programming)

This lease is entered into on _____, 2023, between HIGHLAND COMMUNITY COLLEGE FOUNDATION , an Illinois Not-for-Profit entity (hereinafter referred to as "Landlord"), and HIGHLAND COMMUNITY COLLEGE, an Illinois Community College District (hereinafter collectively referred to as "Tenant").

WHEREAS, Landlord is an Illinois not-for-profit corporation qualified as a 501(c)(3) organization and owner of certain farm Property; and

WHEREAS Tenant is an Illinois public community college district that operates an agricultural program for students; and

WHEREAS, Landlord has historically cooperated with Tenant to permit use the subject Property for educational activities related to agricultural programming, but using an individual farmer as an intermediary; and

WHEREAS, the Parties desire now to work directly together to create increased efficiencies in the operation of the Property for educational purposes.

NOW THEREFORE, the Parties mutually agree, in exchange for the promises contained herein, as follows:

SECTION 1. DESCRIPTION OF LAND:

Landlord rents and leases to Tenant, to occupy and to use for education agricultural purposes only, certain real estate located in Stephenson County, Illinois, described as follows ("the Property"):

HCC Foundation Land
3000 Block of W. Stephenson Stree, Freeport, IL
Section 34
Township 37
N. Range .7
County: Stephenson
State: Illinois

ACREAGE: Fifty-five (55) more or less.

SECTION 2. TERM OF LEASE/ AMENDMENT:

The term of this lease shall be from April 1, 2023 to the last day of March 2024, and year to year each year thereafter unless terminated by the Parties as provided herein. Statutory notice to the Tenant, for any year for which termination is provided, is hereby expressly waived and shall be governed by Section 9 of this Lease.

Amendments and alterations to this lease may be made in writing in any other written memorandum at any time by written mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the Lease shall control operations.

SECTION 3. AMOUNT OF RENT:

- A. Tenant agrees to pay Landlord annual rent of \$1.00

SECTION 4. LANDLORD'S OBLIGATION: The Landlord agrees to:

- A. Furnish, for use by Tenant as part of the educational programming of the institution, the Property.
- B. Pursue real estate tax exemption of the Property, as being owned by a qualifying charitable foundation and being used by a qualified educational institution for educational purposes and not for profit.

SECTION 5. TENANT'S INVESTMENT AND EXPENSES. Tenant agrees to furnish and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the Property.
- B. All seed, inoculation, disease-treatment materials, and fertilizers.
- C. Real estate tax assessed on the property that becomes due and owing, provided that Landlord takes reasonable steps to seek qualification for real estate tax exemption of the parcel.
- D. All ordinary maintenance and land preparation.

SECTION 6. TENANT'S DUTIES IN OPERATING FARM. Tenant, in the furtherance of its educational purpose, agrees that it will perform and carry out the stipulations below:

- A. Activities required:
 - 1. To cultivate the Property faithfully and in a timely, thorough, and educationlike manner.
 - 2. To prevent noxious weeds from going to seed on said Property and to destroy the same and keep the weeds and grass cut.
 - 3. To the extent existing on the Property, keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair, and to mow grass waterways on a regular basis.

4. To preserve established watercourses and ditches, and to refrain from any operation that will unduly damage them.
5. To take reasonable steps to prevent all unnecessary waste, or loss, or damage to the Property.
6. To comply with rules and regulations of the Illinois Pollution Control Board.
7. To practice fire prevention, follow safety rules, and abide by any applicable restrictions in the Landlord's insurance contracts.

B. Activities restricted:

The Tenant further agrees, unless it has first obtained the written consent of the Landlord:

- (1) Not to assign this lease to any person or persons or sublet any part of the Property; in the event of such assignment or sublease, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.
- (2) Not to erect or permit to be erected any structure or building or to incur any expense on behalf of the Landlord for such purpose.
- (3) Not to permit, encourage, or invite other persons to use any part or all of the Property for any purpose or activity unless related to its use for agricultural educational purposes.
- (4) Not to plow, cultivate or form any permanent pasture or meadowland.
- (5) Not to cut live trees for sale purposes or personal uses.
- (6) Not to permit the erection of any commercial advertising signs on the Property other than signage at the Property noting operation by Tenant or which supports the mission of the College (including but not limited to highlighting contributors to the Agricultural program of the College).
- (7) Not to permit the placement or dumping upon the farm of any waste, trash, refuse, garbage, rubbish, debris, construction debris or hazardous materials or substances. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local or other government authority.

C. Crop Proceeds: Tenant agrees that the proceeds from any crop sale shall be dedicated to educational purposes, in particular operation of Tenant's agricultural educational programming.

SECTION 7. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY.

A. Termination Upon Default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of not less than ten (10) days from the date of such notice.

B. Yielding Possession. Tenant agrees that at the expiration or termination of this lease, it will yield possession of the Property to Landlord without further demand or notice .

C. Landlord's Right of Entry During Term of Lease. Landlord reserves the right of himself, its agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after conclusive notice has been given that the lease may not be extended, or plowing after severance of crops, of seeding, or of applying fertilizers and doing other fieldwork.

D. Mineral Rights. Nothing in this lease shall confer upon Tenant any right to minerals underlying said land, but the same are hereby reserved by Landlord together with the full right to enter upon the premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work on any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Landlord agrees to reimburse Tenant for any actual damage they may suffer for crops destroyed by these activities and to release Tenant from obligation to continue farming this property when development of mineral resources interferes materially with Tenant's farming operations.

E. Extent of Agreement. The terms of this lease shall be binding on the successors in interest, heirs, executors, administrators and assigns of both Landlord and Tenant in like manner as upon the original parties, except as set out in the Term of Lease provisions of Pages 1 and 2 of this lease.

SECTION 8. PUBLICITY AND PROMOTION OF USAGE BY TENANT: Landlord acknowledges and authorizes use of images (photograph, video, social media) of the Property, as well as use of the Property undertaken by Tenant or students of Tenant, for the promotion of the Agriculture Program and mission of the College.

SECTION 9. TERMINATION. Either Party may terminate this Lease, upon 60 days notice to the other Party prior to the expiration of the annual lease period. Stated otherwise either Party must give notice prior to February 1st of the year in which the Lease is desired to terminate. If, however, Landlord terminates this lease for any reason of "default", as authorized in Section 7, during the crop season then it shall reimburse Tenant for all input costs and value of lost crop proceeds.

LANDLORD:

HIGHLAND COMMUNITY COLLEGE
FOUNDATION, an Illinois Not-for-Profit
Corporation

By _____

DATE _____

It's _____

TENANT:

HIGHLAND COMMUNITY COLLEGE, an
Illinois Public Community College District

By _____

DATE _____

It's _____

**AGENDA ITEM #VIII-D-2
MARCH 30, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF PROPOSAL
PURCHASE OF 2023 KUBOTA MX5400HSTC TRACTOR AND ATTACHMENTS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the proposal from A.C. McCartney of Durand, IL of \$52,061.99 for the purchase of a 2023 Kubota MX5400HSTC tractor and related attachments. This purchase is included in the approved FY22 bond project list and is within the projected budget.

BACKGROUND: The current Grounds department tractor is 40 years old and is in disrepair, costing us on average thousands of dollars per year for repairs in recent years. This tractor is used daily from April to November to pull a large “bat-wing” type mower to mow approximately 50 acres of grass each week. It is also used in the winter with a rear mount snow blower and front bucket to move piles of snow from parking lots. This tractor is critical to the daily operation of the Grounds department.

While the dollar amount of this purchase exceeds bidding thresholds, our membership with Sourcewell, a cooperative purchasing program, satisfies the State of Illinois bidding requirements, allows us to forego the usual bidding process, and saves the College substantial dollars.

BOARD ACTION: _____



HIGHLAND COMMUNITY COLLEGE,
2998 W. PEARL CITY
FREEPORT, L 61032

Cell Phone:
Home Phone: 8155993502

Quote Date: 3/8/2023
Valid Until: 3/31/2023

Salesman: Dan Powers
Contact Mobile: (808) 214-1883

Quoted Unit

Year	Make	Model	Serial #	Description	Tag
2023	KUBOTA	MX5400HSTC	KBUL3BHCCN8K27812	TRACTOR	001589

Total Sell Price: \$57,061.99

Trades

Description	Make	Model	Year	SerialNo	Trade Allowance	Payoff
Miscellaneous	John Deere	2350	1980	00000		\$5,000 \$0

Net Trade Allowance	\$5,000.00
Net Due From Customer	\$52,061.99
Tax Rate (Where Applicable)	0.000
Or Enter a Tax Amount	0.00
Sales Tax	\$0.00
Total	\$52,061.99

Attachments

Make	Model	Desc
Kubota	TL1748	BOLT ON CUTTING EDGE(73" w/11 Holes)
Kubota	L229872"	72" QUICK ATTACH HEAVY DUTY ROUND
Kubota	LM8124	REAR WHEEL WEIGHTS 2 PCS PER SET 103 LBS. EACH
Kubota	LM8125A	BOLT KIT FOR REAR WHEEL WEIGHTS
Kubota	M8121A	BOLT KIT/WGHT TO WGHT MTG OF
Kubota	MX8891	1ST POS LEVER KIT MX5400/MX8000 CAB
Kubota	MX8892	2ND POS LEVER KIT MX5400/MX8000 CAB
Kubota	L8303	DOUBLE ACTING VALVE
Kubota	L8364	REAR WIPER KIT / E36 CAB
Kubota	L8333	REAR WORK LIGHT CAB/E30
Kubota	LA1086A	FRONT LOADER MX SERIES W/O VALVE
Kubota	MX2140	ROD INDICATOR KIT
Kubota	MX8490	DRAWBAR CLEVIS
Kubota	ZG1341	SEAT ARM REST KIT
Kubota	MX8802	130A ALTERNATOR KT MX5400/MX8000 CAB
Kubota	MX8801	SIDE MIRROR KIT MX5400/MX8000 CAB
Kubota	MX8895	REAR DEFOGGER MX5400/MX8000 CAB
Kubota	MX2132	LOADER VALVE FOR CAB MODELS
Kubota	L8303	DOUBLE ACTING VALVE
Landpride	SB1574	15 SERIES - 74" SNOW BLOWER
Landpride	-11	Hydraulic Rotation Adjustment
Landpride	-21	Hydraulic Deflector Adjustment
Landpride	-41	Outer Skid Shoes
Landpride	-80	Hardened Steel Wear Edge - SB1574 Only
Landpride		Hose Kit

Notes

Final pricing will be based upon pricing at the time of final delivery to Sauerwell members.

Purchase Order Must Reflect Final Sales Price.

*Some series of products are sold out for 2022.

All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.