



**Highland Community College Board of Trustees
Retreat Agenda
June 21, 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=SmdzVlE3cDRVenFlaFBYRm5sV2VlOT09>
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 TRUSTEES ATTENDING MEETING VIA ELECTRONIC MEANS**
- III. APPROVAL OF AGENDA**
- IV. PUBLIC COMMENTS**
- V. OPENING REMARKS**
- VI. ADMINISTRATIVE UPDATES**
 - A. Budget and Finance Options for Capital Development Projects
 - B. Discussion of Final Report from Sports Facilities Regarding the Feasibility of a Potential Athletics, Learning, and Event Center
 - C. Designation of Expert Panel to Comply with the Mental Health Early Action on Campus Act
- VII. DIVISION FOCUS: NURSING AND ALLIED HEALTH**
- VIII. MAIN MOTION (ACTION)**
 - A. Software Solutions Proposal with Concensus Technology, LLC, for Concensus Care Primary Engineer Services (Page 1)
 - B. Property and Liability Insurance (Page 8)
 - C. Intercollegiate Athletics Insurance (Page 9)
 - D. Approval of Salary Increases for Eligible Administrative, Professional, and Classified Nonunion Staff (Page 10)
 - E. Governmental Accounting Standards Board (GASB) GASB 96 Professional Services for Fiscal Year 2023 Audit (Page 11)

Mission

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

- F. Compensation Adjustments: Director, Facilities and Safety; Student Advisor; Student Advisor/Transfer Coordinator; Vice President, Business, Technology and Community Programs (Page 18)
- G. Subscription Agreement with Culture Partners for Consulting and Advisory Services (Page 19)
- H. Second Reading – Revised Policy 4.095: Leave, Vacation – Administrative/Professional/Classified Employees (Page 29)
- I. Second Reading – Revised Policy 4.12: Leave, Sick – Administrative/Professional/Classified Employees (Page 32)
- J. Second Reading – Revised Policy 4.16: Leave, Personal Days (Page 35)
- K. Acceptance of Proposal: Monument and Exterior Wayfinding Signage Project (Page 37)

IX. BOARD UPDATES

- A. Required Trustee Leadership Training
- B. Appointment of Highland Community College Representatives for the YMCA Partnership Task Force

X. CLOSED SESSION

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees
- B. Collective Negotiating Matters
- C. Pending Litigation
- D. Semiannual Review of Closed Session Minutes and Audio Recordings

XI. ACTION, IF NECESSARY

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees
 - 1. Appointment: Financial Aid Specialist II (Handout)
- 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 38)
- C. Pending Litigation
- D. Semiannual Review of Closed Session Minutes and Audio Recordings

XII. OLD BUSINESS

XIII. NEW BUSINESS

- A. Rural Post-secondary Partnership Grant

XIV. ADJOURNMENT

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.

**AGENDA ITEM #VIII-A
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**SOFTWARE SOLUTIONS PROPOSAL WITH CONCENSUS TECHNOLOGY, LLC.
FOR CONCENSUS CARE PRIMARY ENGINEER SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached software solutions proposal from Concensus Technologies, LLC, for a three-year renewal of the Concensus Care Primary Engineer services, at a cost of \$4,250 per month (\$153,000 total cost over the three-year period).

BACKGROUND: Concensus Technologies is a trusted IT partner of Highland, providing services and technical support for the operating systems of 46 Highland servers and 11 of the user services that operate on those servers. Concensus provides experienced engineers who, in collaboration with ITS staff, ensure these systems are current, well maintained, and secure. This is accomplished by performing periodic system monitoring; installing product updates and upgrades; providing product support with access to manufacturer support channels, if needed; installing security patches at least quarterly; and providing bi-weekly documentation on the health of our systems. In addition, they have also provided support and assistance for other Highland servers on request at no additional cost.

BOARD ACTION: _____

Concensus Technologies

Highland Community College - 2023 - Primary Engineer Renewal



Prepared for Highland Community College

By Bruce McDowell | Bruce.McDowell@concensus.com
Valid until Friday, 30 June 2023

STATEMENT OF WORK

This Customer Statement of Work (This "SOW" (and any appendices or attachments thereto) sets forth the terms of the engagement between Consensus Consulting, LLC d/b/a Consensus Technologies ("Consensus") and Highland Community College ("Customer").

This SOW and all services provided under this SOW shall be subject to the Master Services Agreement Contract number TBD with the effective date of TBD between Consensus and Highland Community College (the "Governing Terms"). The parties agree no other agreements between the parties govern this SOW other than the Governing Terms. In the event of any conflict between this SOW and the Governing Terms, the terms of this SOW shall control.

The provision of Services and Deliverables is conditional upon the execution and return of this SOW to Consensus. No payment for Services will be permitted by Customer prior to the execution and return of this SOW. This SOW shall be made and effective as of the date of execution by Customer (the "Effective Date") by choosing the accept button at the end of this document.

SERVICES AND DELIVERABLES

Consensus Technologies will provide the customer with resource(s) that will provide the following services and deliverables:

- Remote Support
- Patch Management
- Monitoring

PRIMARY ENGINEER CUSTOMER ONBOARDING

The Primary Engineer Customer Onboarding Project will get your resources and your assigned engineer connected to the systems we are supporting.

Tasks:

CUSTOMER KICK-OFF MEETING

- Introduction of Consensus customer success manager and primary engineer
- Statement of Work Review
- Support Review
- Project(s) Review
- Key Milestone Dates
- Project Update Status Meetings Scheduling
- Schedule Quarterly Meetings
- Identify Key Customer Contacts
- Review Onboarding Document

CUSTOMER KNOWLEDGE TRANSFER

During this phase the customer will be required to provide knowledge transfer of existing systems to Consensus so that the Engineer will become familiar with the environment. The following items will need to be performed:

- Current Environment Review
 - All systems and applications covered within this statement of work
 - Current Version(s)
 - IP Addresses and DNS names
 - Configuration Items such as timesync, backup, change control, etc.
- Secure Environment
 - Perform Access Review
 - Remove unnecessary access
 - Password Changes
- Document Access to Key Systems
 - Customer to provide user/names and passwords
- Deploy Custom Agents/Software
 - Configure Tenants, Notifications and configuration settings
 - Configure Reporting

REMOTE SUPPORT

This statement of work provides remote support for the following customer products and/or systems:

- Micro Focus - Open Workgroup Suite
- Micro Focus - File Management Suite
- Micro Focus - Filr Advanced
- Micro Focus - ISM Value Bundle
- Micro Focus - IDM Advanced Edition
- Micro Focus - ZENworks Suite
- ENGL - Imaging Toolkit Standard Subscription

Your Primary Engineer will perform the following:

- Project work related to Identity Automation Deployment, Configuration Changes, Modifications, New Features
- Perform Recurring Tasks as documented in the Onboarding Phase
 - Includes Health Checks
 - Includes Spot Checks of Accounts/Systems
 - Others TBD
- Support and Resolution of:
 - Identity Automation Components, User provisioning, password and de-provisioning of accounts
- Attend any department level meetings required that may affect the configuration of the Rapid Identity system.
- Attend Technical Business Reviews conducted by the Concensus Customer Success Manager

SERVICE LEVEL AGREEMENT

Your primary engineer will assign priority to all incoming requests with priority being defined as:

- **High** - Network or system is down. Business is impacted
- **Medium** - Business is not impacted but system is degraded
- **Low** - Scheduled maintenance or request

While Concensus Technologies maintains support agreements with many manufacturers including Microsoft, Micro Focus, Condrey Corporation, SuSE, Google and Identity Automation it is still the responsibility of the customer to maintain, arrange and pay for product support. Products that may be on extended support may require paid support. Customer agrees to pay those fees.

The following chart shows hours and response times for your primary engineer:

	High	Medium	Low
8:30-5:30pm EST Response Time	2 Hours	8 Hours	2 Business Days
After Hours/Weekend	4 Hours	Next Business Day	2 Business Days

SUPPORT ESCALATION

The Concensus Customer Success Manager serves as your primary source of escalation. Your On-boarding document will contain contact information. Your sales representative will also be available if you have any questions.

PATCH MANAGEMENT

Concensus will provide patch management for agreed upon systems and products. Patching will be done upon an agreed schedule. Patching will be done during off business hours as to not impact end user productivity. A patching policies and procedures guide will be created and tailored for your systems that will include change control management.

Concensus attempts to automate patch management utilizing varying methods depending upon the customers requirements. If additional software is required the customer agrees to purchase the software in order to patch, verify and report patch status. Concensus works with various vendors and manufacturers to provide automated patch management, reporting and software deployment.

The following systems and/or applications are included with this statement of work:

- Micro Focus - Open Workgroup Suite
- Micro Focus - File Management Suite
- Micro Focus - Filr Advanced
- Micro Focus - ISM Value Bundle
- Micro Focus - IDM Advanced Edition
- Micro Focus - ZENworks Suite
- ENGL - Imaging Toolkit Standard Subscription

MONITORING

A monitoring and escalation procedure guide will be created and tailored for your systems. Alerts can be generated by the Concensus Care Remote Monitoring Agents or the Concensus Care SOC Agents. These agents are available for additional cost.

This includes but is not limited to the following alerts:

- Available Disk Space
- Available RAM
- CPU Utilization
- Service Start, Stop, Restart & Response
- Unauthorized Action
- Security Alert

ASSUMPTIONS AND EXCLUSIONS

The Services described in this SOW constitute Concensus' entire obligation. If Customer requests services in addition to the Services Identified in this SOW, the performance of such additional services will require a modification to the project Deliverables and may require an adjustment to the schedule and/or fees to be paid by Customer. The process for handling such change requests is detailed in the Change Control Management Section below. In addition, Concensus has made the following assumptions which govern this SOW:

- All software licenses must be provided by the customer
- All data cleanup is the responsibility of the customer unless noted within the deliverables section of this document.
- Customer will provide all required authentication credentials for proper access to systems being created or modified.
- Direct support for end users is not included
- Individual account management is not included (i.e. creating new users in applications)
- During engineer scheduled and non-scheduled leaves of absence the Concensus on-call engineer will serve as backup
- Development is not included within this statement of work unless noted
- Onsite work will require the customer to pay for all expenses related to the onsite visit
- Cybersecurity Incident Response is not included within this statement of work unless noted directly in the deliverables section of this document

CHANGE CONTROL MANAGEMENT

The services and deliverables in this SOW constitute the entire project and obligation from Concensus Consulting. If Customer requests services in addition to the Services Identified in this SOW, the Concensus Consulting Engagement Manager will record such requests on a Change Order Form and will arrange for such services to be rendered. Customer understands that the performance of such additional services may require an adjustment to the delivery schedule and/or fees to be paid for by the customer.

Both parties must sign the approval portion of the Change Order Form to authorize the implementation of any change that affects the project's scope, schedule or price. An invoice for any additional costs will be issued against the existing Purchase Order and Customer agrees to issue an amended Purchase Order to cover the additional costs.

ESTIMATED COSTS AND PAYMENT SCHEDULE

Products and Services are detailed below and will be due upon receipt. For monthly services each month will be billed prior to the start of the month and due upon receipt.

ESTIMATED MONTHLY SERVICES

Items are based on monthly usage except for Primary Engineer, Customer Success Managers and Technicians. Customer agrees to increased changes on items if vendor increases rates to Concensus.

\$4,250.00

Product	Quantity	Price	Subtotal
 Concensus Care - Primary Engineer - (monthly) TERM 36 Months (07/01/2023 - 06/30/2026)	Monthly 1	\$4,000.00	\$4,000.00
 Concensus Care - Customer Success Manager (monthly) TERM 36 Months (07/01/2023 - 06/30/2026)	Monthly 1	\$250.00	\$250.00

CANCELLATION CHARGE; EARLY TERMINATION CHARGE

This statement of work is for a period of 12 months. Please review the Term and Termination section 12 of the Master Services Agreement. Failure to comply with the terms of the Master Services Agreement will result in termination charges.

All quotes/SOWs are in U.S Dollars Only. Prices quoted do not include taxes, hardware/software and support retainers are final and no refunds. Unless agreed upon in writing the Concensus Purchasing Policies are applied to this quote and order. The policy may be reviewed at: <https://www.concensus.com/purchasing>. This quote is subject to the terms and conditions in the Concensus Master Services Agreement and any accompanying Addendum. Execution of this SOW by Customer will convert this SOW into a contract between Concensus and Customer. We reserve the right to cancel orders arising from pricing or other errors.

This is NOT an invoice, please do not send payment from this quote.

One Off	\$0.00
Monthly 	\$4,250.00
Shipping	\$0.00
Tax	\$0.00
Total	\$4,250.00

www.concensus.com | 2009 Mackenzie Way STE 100, Cranberry Township PA 15066 | Phone: 724-898-1888

THIS IS NOT AN INVOICE

**AGENDA ITEM #VIII-B
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

PROPERTY AND LIABILITY INSURANCE

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board authorizes President Chris Kuberski to accept the proposal from the Illinois Counties Risk Management Trust (ICRMT) for an insurance program as follows: Property, Auto, General Liability, Educator's Legal Liability, and Umbrella at an annual premium not to exceed \$199,749.

BACKGROUND: With the College's insurance broker, Dimond Brothers, the College has reviewed its insurance program for the insurance products outlined above and options with various carriers. Due to cost and coverages available, the recommendation is to remain with the ICRMT. The College joined the ICRMT in 2016 and has been satisfied with the services. The proposed premium for the annual coverages is \$25,055 more than for the previous fiscal year due to the increase in the College's property and replacement values and the national insurance trends, in which costs are at an historic high due to the level of catastrophic events occurring in recent years.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

INTERCOLLEGIATE ATHLETICS INSURANCE

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board authorizes President Chris Kuberski to accept the proposal from First Agency for an intercollegiate athletics insurance program as follows: accident, expanded medical, and catastrophic at an annual premium not to exceed \$33,889.

BACKGROUND: With the College's insurance broker, Dimond Brothers, the College has reviewed its insurance program for the insurance products outlined above. The College has partnered with First Agency for over 20 years for intercollegiate insurance coverage and has been pleased with their services. The proposed premium for the annual coverages is \$3,189 more than for the previous fiscal year due to the College's claims experience and the addition of an expanded medical coverage rider.

BOARD ACTION: _____

**AGENDA ITEM #VIII-D
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF SALARY INCREASES FOR ELIGIBLE ADMINISTRATIVE,
PROFESSIONAL, AND CLASSIFIED NONUNION STAFF**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board of Trustees approves an FY24 salary increase for eligible administrative, professional, and classified nonunion staff in an amount of 3.5% of an individual's FY23 pay rate effective with the start of FY24 (July 1, 2023).

BACKGROUND: This salary increase reflects the conservative budget guidelines projected for this fiscal year. The recommended increase will be added to each eligible administrative, professional, and classified nonunion staff member's salary.

As in previous years, the proposed increase for grant-funded positions is dependent upon the availability of funds from each grant to implement this recommended increase at the beginning of the appropriate grant year (April 1, July 1, or September 1). This recommendation adheres to the Board of Trustees' compensation philosophy reaffirmed at the February 2019 Board meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-E
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB)
GASB 96 PROFESSIONAL SERVICES FOR FISCAL YEAR 2023 AUDIT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the firm of Wipfli be retained to perform professional services related to the adoption of Governmental Accounting Standards Board (GASB) GASB 96, Subscription-Based Information Technology Arrangements, at a cost not to exceed \$5,500.

BACKGROUND: The attached letter submitted by Wipfli, which outlines professional services to be provided and proposed fees, was provided as a result of discussion at the May 23, 2023, Audit & Finance Committee meeting. The calculations and adjustments to the College's FY23 financial statements will maintain compliance with government accounting and auditing standards.

BOARD ACTION: _____



403 East Third Street
Sterling, IL 61081

815 626 1277
wipfli.com

June 5, 2023

President and Board of Trustees
Highland Community College
2998 West Pearl City Road
Freeport, IL 61032

Dear President and Board of Trustees:

This Engagement Letter (this "Letter"), together with the attached Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements, is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Project Purpose and Objective

The primary purpose of Wipfli's engagement is to assist you with the initial steps/assessment necessary to adopt "GASB 96, Subscription-Based Information Technology Arrangements (SBITAs)" (the "Project"). The primary objectives of the Project are to assist you in identifying the types of SBITAs you have, input data points from your SBITA agreements, and facilitate mechanical calculation of relevant outputs and disclosures that will be required by the adoption of "GASB 96: Subscription-Based Information Technology Arrangements" (the "Standard").

Fees

The estimate of our fees for professional services for the Project is \$5,500 for five (5) SBITAs. We have provided you with this fee estimate based on our mutual understanding and agreement of the project scope outlined above. The stated fees will be honored for 30 days from the date of this Engagement Letter.

Project Scope, Procedures, and Limitations

The scope of the Project is limited to the following activities and/or deliverables:

- Assist client with the development of SBITA amortization schedules
- Provide an example SBITA accounting policy outline that will need to be customized by Client
- Provide a template of required footnote disclosures under GASB 96 for Client to review and complete.

HIGHLAND COMMUNITY COLLEGE district #519
Page 2
June 5, 2023

Project Scope, Procedures, and Limitations (Continued)

This consulting engagement will be conducted in accordance with Consulting Standards established by the American Institute of Certified Public Accountants.

We specifically do not have the authority to perform management functions, make management decisions, or act in a capacity equivalent to an employee.

Our engagement will not include a detailed inspection of transactions beyond those transactions selected during engagement scoping. Our detailed inspection of transactions selected cannot be relied upon to disclose errors, irregularities or illegal acts including fraud or defalcations, or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any fraud that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Responsibilities of Management

When providing these services, our professional standards require us to document that you understand and accept your responsibilities regarding these services, which include the following:

- Assume all management responsibilities, including decisions regarding judgments applied or estimates made
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience
- Evaluate the adequacy and results of the services provided
- Accept responsibility for the results of the services

Project Service Delivery Team

Personnel will be assigned as available when the project is approved. Sara McKenna, Senior Manager, will manage and have overall responsibility for the engagement. Other qualified members of Wipfli's staff will be assigned as needed.

Service Delivery Schedule

The actual project start and end dates depend on your timely approval of this Engagement Letter, final agreed-upon project objectives and scope, and your availability and participation. The services will be scheduled as soon as we receive a signed copy of this Engagement Letter.

HIGHLAND COMMUNITY COLLEGE district #519
Page 3
June 5, 2023

Approval to Proceed

If the preceding terms are acceptable to you and the services outlined are in accordance with your needs, please return a signed copy of this Engagement Letter to us.

We appreciate the opportunity to work with you, and we look forward to working with you on the Project. If you have any questions or comments, please contact Sara McKenna at smckenna@wipfli.com or 815-269-4322.

Wipfli LLP

Wipfli LLP

ACCEPTED: HIGHLAND COMMUNITY COLLEGE DISTRICT #519

By: _____

(Print Name and Title)

Date: _____

Wipfli LLP

Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, the Engagement Letter's other appendices, and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or the Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter or Change Order shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that

unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store,

Wipfli LLP

Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Terms of Ongoing Support and Advice

Any ongoing support and advice provided by Wipfli, whether or not it is covered by an engagement letter or Change Order, shall be subject to Wipfli's Terms and Conditions and will be provided under the same terms and conditions that would apply to services defined in Wipfli's Engagement Letters or Change Orders.

8. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder.

All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

9. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

10. Third-Party Products and Subcontractors

When Wipfli is requested by Client through an engagement letter or Change Order to provide assistance with third-party products, Wipfli will use commercially reasonable efforts (as defined by Wipfli) to research, learn, and assist Client in the use of third-party products. However, Wipfli shall not be held liable for the use of or results derived from software or other products or services that have been written, produced, or provided by third parties. Client accepts all responsibility for, and risk-of-loss associated with, all such use of third-party software, hardware, and products and services. Client accepts full responsibility for all communications with, and indemnifies and holds Wipfli harmless from, claims by third-party software developers, vendors, contractors, and/or subcontractors who have not been directly commissioned, engaged, retained, or hired by Wipfli. Wipfli hereby expressly disclaims all liability to Client or to any third parties that might be affected by the services performed or equipment installed by a third party who has not been directly commissioned, engaged, retained, or hired by Wipfli.

11. Tax Responsibilities

Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client related to the Engagement Letter.

12. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

13. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter or Change Order. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

Wipfli LLP

Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements

14. Allocation of Risk and Limitation of Liability

In no event will either party to this Engagement Letter be liable to the other for claims of punitive, consequential, special, or indirect damages. Wipfli's liability for all claims, damages and costs of Client arising from this engagement shall be limited to the amount of fees paid by Client to Wipfli for the services rendered under this Engagement Letter and any corresponding Change Order, provided that the foregoing limitation shall not apply in the event of Wipfli's fraud or willful misconduct. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform the services described in the Engagement Letter, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation made by a member of Client's management that has caused, in any respect, Wipfli's breach of contract or negligence.

15. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

16. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

17. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

18. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

19. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest

the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

20. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

21. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

22. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

**AGENDA ITEM #VIII-F
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**COMPENSATION ADJUSTMENTS
DIRECTOR, FACILITIES AND SAFETY
STUDENT ADVISOR
STUDENT ADVISOR/TRANSFER COORDINATOR
VICE PRESIDENT, BUSINESS, TECHNOLOGY AND COMMUNITY PROGRAMS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves compensation adjustments effective July 1, 2023, as follows.

Kurt Simpson, Director, Facilities and Safety: \$1,280
Beth Groshans, Student Advisor: \$742
Vicki Schulz, Student Advisor/Transfer Coordinator: \$834
Scott Anderson, Vice President, Business, Technology and Community Programs: \$4,800

BACKGROUND: These employees were provided stipends for taking on responsibilities outside of their regular duties. Temporary/additional responsibility stipends were provided as it was not known at the time if the extra responsibilities would stay with the employee or transition to another position. After review, it has been determined that the added responsibilities will remain with the positions. Subsequently, it is recommended that the stipends, as outlined, be added to the employees' base salary. Necessary revisions to job descriptions resulting from the additional duties will be included for approval at the regular July Board meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-G
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**SUBSCRIPTION AGREEMENT WITH
CULTURE PARTNERS FOR CONSULTING AND ADVISORY SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached two-year agreement with Culture Partners for consulting and advisory services at an annual rate of \$37,000 per year (\$74,000 for two years) to support the continued culture work of ONE Highland.

BACKGROUND: Highland has used the services of Culture Partners (formerly Partners In Leadership) since 2020. The effort began as Chris Kuberski stepped into the President role. The desire was to learn how to define and manage culture to unify, align, and focus the organization to deliver improved results. There has been effective progress, but there is still more to do. We know that managing culture takes time and intentionality.

Through the guidance of Culture Partners, Highland has created its ONE Highland initiative. Using Culture Partners' structure, model and tools, Highland has developed, rolled out, and increasingly applied its Cultural Beliefs to impact the important Key Results. There has been noted improvement in the culture. Some examples include the following: Trust levels have increased – more focus here is still required; people are more comfortable speaking up and sharing ideas – they feel they are heard; bullying behavior has diminished; more time is spent Above The Line; silos have improved, though more work is still needed; and, some, not all Key Results have been achieved.

Investing in culture is an investment in the College and its stakeholders. Managing culture remains a priority. We will build on our current success and keep making progress. The engagement with Culture Partners is focused and will continue to support leadership in key areas.

The new agreement is a reduction in services and dependence on Culture Partners from the prior agreement as we build internal capability. The agreement includes continuing to use all the models and tools, developing our Champions, and allows for regular touch points with Culture Partners. Attached are the Key Results and Cultural Beliefs.

BOARD ACTION: _____

Key Results:

- Enrollment
- Trust/Culture
- Financial Health
- Academic Quality

Cultural Beliefs:

- *Rise Up*
I actively participate in a constructive and representative decision-making process & support the outcome.
- *Open Up*
I listen with an open mind, seek to understand, share honestly & communicate respectfully.
- *Own It*
I proudly contribute to the achievement of our goals.
- *Be Bold*
I embrace transformation, big or small.
- *One HCC*
I trust and collaborate because we are better together.



SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT ("**Agreement**") is made by and between Partners and Client as of the date of last signature below ("**Effective Date**") and on the following terms and conditions:

A.	"Partners"	B.	"Client"
	Partners In Leadership, LLC a California limited liability company d/b/a Culture Partners 27555 Ynez Road, Suite 200 Temecula, California 92591		Highland Community College 2998 W Pearl City Road Freeport, Illinois 61032-9338
C.	The Subscription:		
	<p>(1) The Culture Equation® Journey includes unlimited use of Partners' current The Culture Equation®, Accountability and Accountability for Leaders products (the "Subscribed Materials.") The Subscribed Materials also include, without limitation, the following:</p> <ul style="list-style-type: none"> • The Results Pyramid® • Steps To Accountability® • Focused Feedback® • Focused Storytelling® • Focused Recognition® • Zodiac® <p>(2) Up to three (3) Services are included in the Subscription Fee, to be used during the Subscription Term. "Services" shall mean any on-site or virtual facilitated session, with its associated preparation and follow-up. Additional Services may be purchased per Service per facilitator during the Subscription Term and at then-current pricing. A description of how Services are calculated or may be added to this Subscription Agreement may be found in Addendum 1 (attached).</p> <p>(3) All unused Services shall expire at the end of the Subscription Term and shall not be carried over into a renewal or unsubscribed time period.</p> <p>(4) For any onsite Services involving intercontinental travel, an additional fee of \$5,000 USD will be added per facilitator, per location.</p> <p>(5) In addition to the facilitator(s), Partners may allow up to two (2) additional Partners team members to attend any Service at no additional cost to the Client. The Confidentiality provisions of this Agreement will be strictly adhered to by Partners.</p>		

D. The Subscribers:

This Agreement allows for the unlimited use of the Subscribed Materials during the Subscription Term for **150** employees. It will also include any such future employees from natural, organic growth and downstream acquisitions made by Client ("Subscribers").

E. The Subscription Fee and Payment Terms:

The total fee for access to the Subscribed Materials and Services described in Section C above for the Subscription Term shall be **\$74,000*** USD ("**Subscription Fee**"). A 1.5% per month service charge (or the maximum amount permitted by law) may be assessed on unpaid invoices 60 days past the net term. Undisputed payments 120 days past the invoice date may lead to a suspension of Services. A 2.5% surcharge for credit card payments may apply if a credit card is used for payment.

Subscription Fee payments will be due net 30 days from date of invoice, as follows:

- \$37,000 will be invoiced on Effective Date
- \$37,000 will be invoiced on 1st anniversary of Effective Date

*All pricing under this Agreement will expire if not executed by Client before **June 30, 2023**

F. The Subscription Term and Renewal:

This Agreement shall have a two (2) year term ("**Subscription Term**") and commence on the Effective Date and may be renewed for one (1) additional two (2) year Subscription Term at the then-current Partners' pricing, agreed between the parties.

Upon the expiration or earlier termination of this Agreement, whichever is first: (a) the provisions of this Agreement pertaining to the Subscription Fee, the Subscribed Materials, Intellectual Property, Data Ownership and Confidentiality shall remain in full force and effect; (b) Client shall discontinue using the Subscribed Materials including, without limitation, the Trade Secret Materials (as defined in the Subscription General Terms and Conditions); and (c) shall remove any copies or access to such Materials on any shared drives, guides, intranet sites etc. and certify as such, upon request. With regard to Subscribed Materials stored electronically on backup tapes, servers or other electronic media, Client agrees to make commercially reasonable efforts to destroy such Materials without undue expense or business interruption; however, such Materials so stored are subject to the obligations of non-use contained in this Agreement for as long as they are stored. Finally, Client shall pay any unpaid Subscription Fees, as well as any unpaid expenses incurred up to the date of expiration or termination.

G. General Provisions:

The Subscription General Terms and Conditions, attached below, are made part of this Agreement.

H. Signatures:

IN WITNESS WHEREOF, both parties warrant they are authorized to sign this Agreement, effective as of the Effective Date.

PARTNERS

**Partners In Leadership, LLC
d/b/a Culture Partners**

CLIENT

**Highland Community
College**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBSCRIPTION GENERAL TERMS AND CONDITIONS

1. Subscribed Rights and Services.

1.1 Client's Rights. Partners hereby grants to Client, a non-exclusive, nontransferable right to use the Subscribed Materials during the Term Internally exclusively for the benefit of Subscribers (collectively, the "Subscription"). The Subscribed Materials consist of the Proprietary Materials described in Section C, above and generally, below in Section 3.1 (Proprietary Materials), and in Section 3.2 Trade Secret Materials (Trade Secret Materials) (collectively, the "Subscribed Materials").

1.2 Modifications to Subscribed Materials. Client may customize, tailor, change or alter the Subscribed Materials as provided in this Agreement (collectively, the "Modifications") with the exception of the models included within the Subscribed Materials, which may only be customized, tailored, changed or altered with the prior written consent of Partners.

1.3 Subscription Fee. The Subscription Fee is non-refundable and is deemed earned by Partners upon execution of this Agreement.

2. Additional Services and Expenses.

2.1 Additional Services. Services beyond those contemplated in Section C above will be documented by future Work Orders.

2.2 Additional Expenses. Unless a fixed travel cost has been agreed upon, all additional expenses including, but not limited to, travel (intercontinental flights will be invoiced at business class), international work permits or visas (if applicable), lodging, and meal expenses of the representative(s) of Partners, along with shipping and handling, phone, conference-line calls, postage expenses, meeting room rental fees, equipment rental fees, incurred in performing the Services are in addition to the Subscription Fee and shall be invoiced separately to Client and are due and payable 30 days following date of invoice.

3. Intellectual Property.

Client acknowledges and hereby agrees that all copyright and other intellectual property rights in any aspect of the Subscribed Materials and Services, including questions, assessment reports and scoring methodology associated with the Assessment, and/or the documentation, images, animation, sound, music (collectively, the "Intellectual Property") are owned by and shall remain the property of Partners. Client

acknowledges it will not acquire any right, title or interest in the Intellectual Property and that all copyright, interest in and title to the Intellectual Property, any trademarks, and service marks rights relating thereto (excluding those belonging to Client) remain with Partners. Client is prohibited from and will use its best efforts to prevent any Subscriber from, copying, modifying, translating, or making derivative works of any of the Intellectual Property, without the prior written consent of Partners. The terms of this Section 3 (Intellectual Property), Section 6 (Confidential Information, and Section 8.2 (Data Ownership), will survive the termination of this Agreement.

3. Subscribed Materials.

3.1 Proprietary Materials. The Subscribed Materials are proprietary to Partners and consist of proprietary leadership, management, consulting, organizational, and training curriculum, methodologies and technologies including, without limitation, videos, models, agendas, planning guides, methods, processes, techniques, guidebooks, charts, cards, images, game boxes, game box content, electronic presentations, and other written and electronic materials. Client shall use commercially reasonable efforts to cause that all intellectual property right attributions are placed or maintained on any and all materials that utilize the Subscribed Materials.

3.2 Trade Secret Materials. The Facilitator Guidebook (to the extent Client receives facilitator training as part of the Services) are considered trade secret (the "Trade Secret Materials"). Client may access and use the Trade Secret Materials only in connection with any training Client conducts strictly for the benefit of the Subscribers. Client shall keep confidential all Trade Secret Materials and related information provided by Partners.

4. Grant of Access to the Subscribed Materials.

4.1 Access. Upon the full execution of this Agreement, Partners will deliver the Subscribed Materials by granting Client access to <https://learn.culture.io> (the "Culture Partners IP Portal"), which includes print ready electronic files of Partners' standard versions of the Subscribed Materials. Those who shall receive access include the individual signatory of this Agreement and up to four (4) employees who have been designated by the signatory in writing to oversee and control the

Subscribed Materials (the "Authorized Representatives"). Partners will notify the Authorized Representatives via email that the Subscribed Materials are available for continued access, use and download through the Culture Partners IP Portal, and Client's access to the Subscribed Materials will be deemed received by Client upon receipt of such email by the Authorized Representatives.

4.2 Printing of Materials. The Subscribed Materials shall be printed by Client at its sole cost and expense under the direction of Authorized Representatives and are otherwise subject to all the restrictions set forth in this Agreement.

4.3 Game Materials. "Game Materials" are Subscribed Materials including but not limited to game boxes and contents of game boxes. Client will purchase and use a separate licensed guide for each employee who is trained using game materials, with respect to each Subscription. Client will not re-use, copy, duplicate, or allow employees to share any licensed guide or game box. Client may re-use the game boxes and contents of game boxes indefinitely but only in conjunction with the licensed guides that are purchased for each participant exclusively, in accordance with this Agreement and the instructions or specifications provided therewith. Electronic access to virtual solutions and/or web-based components, tools, and resources for Partners' business games and simulations are limited to agreed upon terms of use in accordance with the applicable Order. Client agrees not to use any of Partners' graphic designs, such as game board models and graphics, other than as specifically prescribed in this Agreement, without the written authorization of Partners. All authorized reproductions must carry a Culture Partners copyright statement and copies must be provided to Partners for its files.

5. Certified Facilitators. Client may designate employees included within the definition of Subscribers to be trained by Partners as certified facilitators ("Certified Facilitators"). Partners may withdraw the authorization of any Certified Facilitator it reasonably deems to be in breach of this Agreement or otherwise unsuited to provide training. Client shall not have the authority to transfer a Certified Facilitator's certification from one Subscriber to another. Client may have additional facilitators certified at any time in accordance with this provision. Upon the expiration or earlier termination of this Agreement or revocation or termination of any Certified Facilitator, any and all certifications of Certified Facilitators also shall expire or terminate. In the event a Certified Facilitator leaves the

organization, the Certification for that facilitator shall be terminated.

6. Confidential Information.

Partners and Client acknowledge that some information received by one party from the other pursuant to this Agreement shall be confidential. Neither party shall disclose the other party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with this Agreement. Each party may only use the other party's Confidential Information as permitted to perform its respective obligations under this Agreement, or pursuant to the terms of any other written agreement executed by the parties. "Confidential Information" means any information disclosed by a party to the other party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Notwithstanding the foregoing, each party shall have the right to make references to one another in press releases and other publicity, and to use one another's logs in marketing and sales communications.

7. Modifications/Customizations.

Client agrees that any modifications or customizations of Subscribed Materials or products by Client, its affiliates, successors and assigns (and their respective managers, members directors, officers, employees, and agents), shall be owned solely by Partners and Client hereby assigns and agrees to assign to Partners all rights therein, including all copyrights and other intellectual property rights. Partners hereby grants to Client, and Client hereby accepts, a limited, non-exclusive, non-transferable, non-assignable, non-exclusive royalty-free right and license to use the customized products only for training within Client's organization. Client shall not use, distribute or disseminate the customized products for any other purpose, including any resale or third-party use. Client agrees not to change, modify or create derivative works of any of the customized Subscribed Materials or products without prior consent of Partners. Subject to the foregoing restrictions, if Client chooses, Client may reproduce the customized products to a quality standard approved by Partners. All authorized reproductions must carry a Culture Partners copyright

statement and copies must be provided to Partners for its files.

8. The Culture Assessment.

8.1 Limited Licenses. Only Subscribers may attend or participate in the Assessment. Partners hereby grants to Client a limited, non-sublicensable, right and license to publish or otherwise disseminate Client's Assessment score and ranking, including Client's rank with respect to individual correlative categories (e.g., speed to market, ability to change and other categories identified as correlative categories in an Assessment report) but not with respect to core categories which are provided by Partners for Client's internal use only and may not be shared with any third parties. The license in the preceding sentence is subject to a requirement that Client clearly identify The Culture Assessment by name in any publication or dissemination of an Assessment score or ranking, in accordance with the trademark usage policy of Partners in effect at the time of the publication or dissemination. The Assessment report itself and any and all research data points and results associated with, performed by Partners, or provided by Partners in connection with the Assessment, other than those explicitly identified in the limited license above, are not for public dissemination outside of Client's organization including but not limited to press releases and/or paid advertising. Both Partners and Client have a responsibility to ensure that any published research findings as a result of or related to the Assessment are not misleading. Other than in accordance with the limited license above, Client agrees to not share any research findings outside of Client's organization, without the prior written consent of Partners.

8.2 Data Ownership. Client acknowledges that anonymized or pseudonymized Assessment data and any learnings derived from anonymized or pseudonymized Assessment data shall be owned by Partners. In addition, Client acknowledges that the Assessment responses of individual Subscribers as well as the aggregated, compiled or calculated results for groups of Subscribers (e.g., grouped by company, demographic data or in other manners) shall be owned by Partners, whether or not such data is subject to copyright protection. Partners agrees not to share any identifiable assessment results of Client with third parties. Partners further agrees to comply with all laws applicable to the protection of any data provided to Partners by Client and any state, national or foreign data privacy or data protection laws, including but not limited to, the EU General Data Protection Regulation (GDPR) and California Consumer Privacy Act of 2018

(as amended from time to time) to the extent applicable.

8.3 Subscriber Information. Client acknowledges and hereby agrees, to the extent permissible under applicable law, to disclose, transfer, and give access to the information, such as Subscriber's email addresses and job titles, that Partners needs to perform the Assessment (hereinafter, the "Subscriber's Information"). Client declares and warrants that it is in compliance with any relevant or applicable law in respect of the Subscriber's Information that it collects, uses, and discloses to Partners. Client agrees that Partners is acting as an agent on behalf of Client when sending emails and surveys to Subscribers.

9. General Terms.

9.1 Successors and Assigns. This Agreement is binding on successors and assigns.

9.2 Assignment. Partners shall have the right to assign the Subscription and this Agreement, subject to the rights and obligations hereunder, only to any successor to its business by merger, consolidation or otherwise, or to any party acquiring all or substantially all of its assets. Client shall not have the right to assign the Subscription and/or this Agreement without the prior written consent of Partners.

9.3 Website Access and Use. Partners shall use commercially reasonable efforts to make access to its websites and online services, including, without limitation, <https://culture.io> and <https://learn.culture.io>, or parts thereof, available 24 hours a day, 7 days a week, subject to conditions and limitations in Partners' General Terms and Privacy Statement posted on the respective sites, as amended from time to time, except for: (a) Partners planned downtime, or (b) any unavailability caused by Force Majeure. Notwithstanding anything in this Agreement to the contrary, in no event shall any unavailability of Partners' websites or online services modify or abate Client's payment or other obligations under this Agreement in any manner or give rise to a default or right of termination.

9.4 Termination of Agreement. Either party shall have the right to immediately terminate this Agreement upon an event of material default that is not cured within thirty (30) days of written notice (or other time frame the parties shall determine reasonable).

9.5 Scheduling. All Services under this Subscription must be scheduled by the mutual agreement of both parties and confirmed at least

twenty-one (21) days prior to such Service date. An Service is not considered confirmed until a date and location are agreed upon in writing between Client and Partners.

9.6 Rescheduling. If Client reschedules any confirmed Services within twenty-one (21) days of the confirmed Service date, the new Service date must take place within six (6) months of the original confirmed Service date. Partners will invoice Client for any applicable non-refundable expenses and cancellation fees.

9.7 Partners Indemnification. Partners hereby agrees to defend, indemnify and hold harmless Client (and its respective managers, members, directors, officers, shareholders, affiliates, employees and agents) from any damages, losses, expenses, costs, and liabilities to the extent arising out of any third-party claim that the Subscribed Materials infringe any third party's copyright, trademark, patent, or other proprietary right.

9.8 Governing Law, Jurisdiction, Venue and Attorneys' Fees. All matters arising out of or relating to this Agreement, the relationship between the parties pertaining to this Agreement, and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom shall be governed and construed in accordance with the internal laws of the State of California (without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any other jurisdiction. The parties irrevocably consent

to the exclusive jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. The prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.

9.9 Enforcement of Agreement. The parties hereto acknowledge (a) the unique nature of the provisions set forth in this Agreement concerning Confidential Information, and other proprietary information and intellectual property rights, (b) Partners will suffer irreparable harm if Client breaches any of such provisions, and (c) monetary damages will be inadequate to compensate Partners for such breach. Therefore, if Client breaches any of such provisions, then Partners shall be entitled to injunctive relief (in addition to any other remedies at law or equity) to enforce such provisions. Each party's obligation hereunder shall survive termination or expiration of this Agreement.

9.10 Complete Agreement and Modification. This Agreement contains the entire and exclusive understanding and agreement between the parties. The parties hereby agree that the terms of this Subscription Agreement supersede, in whole, any prior agreements, whether in writing or verbal. No modification or waiver of this Agreement or any provision thereof shall be valid unless in writing and signed by all parties. Any terms and conditions printed on any purchase order, invoice or other form issued by either Client or Partners shall not apply to the transactions contemplated by this Agreement and are hereby rejected, notwithstanding any language therein to the contrary. This Agreement may be executed in counterparts, each of which will be deemed an original.

ADDENDUM 1 to SUBSCRIPTION AGREEMENT

The following Services are available for additional purchase at the negotiated rate under the signed Subscription Agreement. Pricing subject to change after the first year of the Term.

CULTURE EQUATION JOURNEY SERVICES					
Service	Duration	Delivery	Participants	No. of Facilitators	No. of Services
Culture Alignment Workshop	1 Day	Onsite	Up to 50	2	2
Culture Plan Meeting	1 Day	Onsite	Up to 5	1	1
Culture Integration Meetings (1-6)	1 Day	Onsite	Up to 50	2	2
Culture Integration Meetings (7-11)	½ Day	Onsite	Up to 50	2	2
Quarterly Culture Reviews	Up to 1 Hour	Virtual	Up to 50	2	.25
Culture Champion Certification 1.0, 2.0, 3.0	2 Days	Onsite	Up to 50	2	4
Culture Champion Development Meetings	Up to 2 Hours	Virtual	Up to 50	2	.5
Culture Steering Committee Meetings	Up to 2 Hours	Virtual	Up to 50	2	.5
Zodiak® Business Acumen Upskilling	1 Day	Onsite	Up to 32	1	1
Custom or Other Consulting	1 Day	Onsite	Up to 50	1	1
	Up to 4 Hours	Virtual			.5
	Up to 2 Hours	Virtual			.025

NOTE: If the participants exceed 50 for any Service other than Zodiak® and Culture Plan Meetings, add a facilitator and an additional Service for any portion of each additional group of 25. For Zodiak®, if the participants exceed 32, add a facilitator and one additional Service for any portion of each additional group of 32.

**AGENDA ITEM #VIII-H
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

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

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

BACKGROUND: Beginning January 1, 2024, Illinois employees will be covered under the Illinois Paid Leave for All Workers Act. The legislation provides that employees covered under this Act will earn up to 40 hours of paid leave per year at the rate of one hour for every 40 hours worked. Highland already provides paid leave benefits to many of the employees covered under this Act. In order to ensure compliance and that employees are getting the correct coverage outlined in the Act, the following paid leave changes are recommended, effective with the start of the fiscal year, July 1:

Policy 4.16 Leave, Personal Days will be changed from 3 to 5 days for eligible full-time. Regular part-time employees will be eligible for personal days based on hours worked. The benefit will be front loaded and will need to be used by the end of each fiscal year. Time may be taken in two-hour increments.

Policy 4.095 Leave, Vacation Days for eligible full-time will be reduced by 2 days at each level and shifted to personal days. For employees scheduled to work 32 hours per week, vacation days will be reduced by 5 days and shifted to personal days. The overall paid days leave between personal and vacation will remain the same. Time may be taken in two-hour increments.

Policy 4.12 Leave, Sick – Administrative/Professional/Classified Employees. Time may be taken in two-hour increments.

No additions or revisions have been made since trustees approved the first reading at their May 23, 2023, regular meeting.

BOARD ACTION: _____

4.095 Leave-Vacation-Administrative/Professional/Classified Employees (Revised 11/22/22)

A new employee may be granted earned paid vacation time after completion of six (6) months of employment.

- A. New full-time classified and professional employees, earn ~~.67.83~~ vacation days per month not to exceed ~~ten (10)~~eight (8) days per year and will continue accruing at the following rates:
 1. 1 year through 5 years of employment ~~10-8~~ days vacation (accrued at ~~.67.83~~ days per month)
 2. After 5 years of employment ~~15-13~~ days vacation (accrued at ~~1.08 1.25~~ days per month)
 3. After 15 years of employment ~~20-18~~ days vacation (accrued at ~~1.50 1.66~~ days per month)
- B. Full-time administrative employees earn ~~21-19~~ vacation days per year (accrued at ~~1.58 1.75~~ days per month).
- C. The President will (if employed full time) earn ~~s~~ vacation days as determined by the Board. Carryover days for the President will be determined by the Board of Trustees and included in the Presidential Contract.
- A. Regular part-time employees who work at least 32 but less than 40 hours per week will accrue vacation leave on a pro rata basis to the schedule for full-time employees.
- B. Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Such requests must be routed through the supervisor for approval and submitted through the College's payroll system.
- C. Consideration will be given to all requests for vacation time and the employee's preference will be respected wherever practicable. However, the College reserves the right to deny requests which may jeopardize the operation of the College. Competitive requests for the same time off may be decided on the basis of employee seniority within the institution.
- D. A full-time classified or professional employee with up to 15 years of employment may carry over up to 10 vacation days into the next fiscal year. A full-time classified or professional employee after 15 years of employment and administrative employees may carry over up to 20 vacation days into the next fiscal year. Custodial Maintenance union employees must use any carryover days by December 31 each year.
- E. A regular part-time employee with up to 15 years of employment working 32 hours per week but less than 40, may carry over up to eight vacation days. A part-time employee after 15 years of employment working 32 hours per week but less than 40, may carry over up to 16

vacation days into the next fiscal year. Custodial Maintenance union employees must use any carryover days by December 31 each year.

- F. Any employee who resigns, retires or is terminated shall be granted full pay for earned, unused vacation time. If more vacation time is used than earned when an employee resigns, retires or is terminated, it will be deducted from the last pay. If the employee does not have enough earnings available in their last pay check to cover unaccrued, used vacation time, the employee will be expected to make arrangements to repay the College.

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**AGENDA ITEM #VIII-I
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 4.12
LEAVE, SICK – ADMINISTRATIVE/PROFESSIONAL/CLASSIFIED EMPLOYEES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading the attached revised policy 4.12, Leave, Sick – Administrative/ Professional/Classified Employees, which is included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: Beginning January 1, 2024, Illinois employees will be covered under the Illinois Paid Leave for All Workers Act. The legislation provides that employees covered under this Act will earn up to 40 hours of paid leave per year at the rate of one hour for every 40 hours worked. Highland already provides paid leave benefits to many of the employees covered under this Act. In order to ensure compliance and that employees are getting the correct coverage outlined in the Act, the following paid leave changes are recommended, effective with the start of the fiscal year, July 1:

Policy 4.16 Leave, Personal Days will be changed from 3 to 5 days for eligible full-time. Regular part-time employees will be eligible for personal days based on hours worked. The benefit will be front loaded and will need to be used by the end of each fiscal year. Time may be taken in two-hour increments.

Policy 4.095 Leave, Vacation Days for eligible full-time will be reduced by 2 days at each level and shifted to personal days. For employees scheduled to work 32 hours per week, vacation days will be reduced by 5 days and shifted to personal days. The overall paid days leave between personal and vacation will remain the same. Time may be taken in two-hour increments.

Policy 4.12 Leave, Sick – Administrative/Professional/Classified Employees. Time may be taken in two-hour increments.

No additions or revisions have been made since trustees approved the first reading at their May 23, 2023, regular meeting.

BOARD ACTION: _____

4.12 Leave Sick—Administrative/Professional/Classified Employees (Revised)

Employees are credited with one day of paid sick leave for each month of their employment contract or expected term of employment during each fiscal year. Sick days may accumulate without limitation. Regular part-time employees who work at least 20 but less than 39 hours per week will accrue sick leave on a pro-rated basis according to the schedule below:

Number of hours scheduled to work	Number of hours of sick leave accrued
20-27 per week	4 hours per month
28-31 per week	6 hours per month
32-39 per week	6.5 hours per month

You may use paid sick leave in ~~either half or full day~~two-hour increments for absences as follows:

- personal illness
- injury
- medical care
- exposure to a contagious disease
- death not covered by bereavement policy
- illness, injury, or medical appointment of a child, spouse, Civil Union partner, domestic partner, or parents
- illness, injury, or medical appointment of a sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury (this time is limited to a period of no less than the personal sick leave that would be accrued during six months at the employee's then current rate of entitlement).

Residence of a member of the immediate family within or outside of the employee's home is not a factor in this policy.

An employee who must be absent from duty because of illness shall notify the employee's supervisor, supervisor's designee or call the Human Resources Office at the earliest practicable time.

A medical exam, at ~~the~~ College's expense, or a doctor's certificate regarding a release to work is required for sick leave absences of more than three consecutive days. Verification from a covered relative's medical provider may be required for sick leave absences of more than three consecutive days. Supervisors shall notify Human Resources of any employee's sick leave absence of three (3) or more consecutive days due to medical reasons for possible application of the Family and Medical Leave Act (Policy 4.131).

Abuse of the sick leave benefit is cause for disciplinary action, possibly including termination.

The Payroll Office maintains the official sick leave use and accrual records on the employee's time records. Every half day or full day two hours of absence for sickness should be indicated on the employee's time sheet.

If an employee has used all accumulated, accrued leave time (personal, sick, vacation and any compensatory time where applicable) and is not released to return to work, a request of withdrawal of sick days from the sick leave bank may be made through the Human Resource Office. An employee must be a member of the sick leave bank for one year and meet other sick leave bank guidelines to be eligible to withdraw sick leave days from the bank (see the staff portal).

An employee will not be paid for unused sick leave when termination or resignation from the college occurs unless the employee is retiring and applies for and meets all eligibility requirements set forth in the Sick Leave Payout Program (see the staff portal). If more sick leave is used than earned when an employee resigns, retires, or is terminated, it will be deducted from the last pay. If the employee does not have enough earnings available in their last paycheck to cover unaccrued, used sick time the employee will be expected to make arrangements to repay the College.

**AGENDA ITEM #VIII-J
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 4.16
LEAVE, PERSONAL DAYS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading the attached revised policy 4.16, Leave, Personal Days, which is included in Chapter IV, Personnel, of the policy manual.

BACKGROUND: Beginning January 1, 2024, Illinois employees will be covered under the Illinois Paid Leave for All Workers Act. The legislation provides that employees covered under this Act will earn up to 40 hours of paid leave per year at the rate of one hour for every 40 hours worked. Highland already provides paid leave benefits to many of the employees covered under this Act. In order to ensure compliance and that employees are getting the correct coverage outlined in the Act, the following paid leave changes are recommended, effective with the start of the fiscal year, July 1:

Policy 4.16 Leave, Personal Days will be changed from 3 to 5 days for eligible full-time. Regular part-time employees will be eligible for personal days based on hours worked. The benefit will be front loaded and will need to be used by the end of each fiscal year. Time may be taken in two-hour increments.

Policy 4.095 Leave, Vacation Days for eligible full-time will be reduced by 2 days at each level and shifted to personal days. For employees scheduled to work 32 hours per week, vacation days will be reduced by 5 days and shifted to personal days. The overall paid days leave between personal and vacation will remain the same. Time may be taken in two-hour increments.

Policy 4.12 Leave, Sick – Administrative/Professional/Classified Employees. Time may be taken in two-hour increments.

No additions or revisions have been made since trustees approved the first reading at their May 23, 2023, regular meeting.

BOARD ACTION: _____

4.16 Leave, Personal Days (Revised 6/22/21)

Each full-time college administrative, professional or classified employee is entitled, subject to prior supervisory approval, to three (3) to five (5) paid personal leave days per fiscal year, accrued one-half day every two months front loaded at the beginning of each fiscal year, specifically for the purpose of completing personal business and complying with the Illinois Paid Leave Act. Regular part-time college administrative, professional or classified employees will receive a pro-rated amount based on their scheduled hours. Newly-hired employees will have a 90-day waiting period before using personal days.

Employees may use the time for any reason of their choosing in increments of at least two hours. Where foreseeable, employees should provide at least a 7 days notice. Otherwise, the leave request should be made as soon as possible.

Personal leave hours must be used by the end of each fiscal year. Any unused personal leave hours at the end of each fiscal year are not carried over. Unused hours are not paid at the time of termination.

If more personal leave is used than earned when an employee resigns, retires or is terminated, it will be deducted from the last pay. If the employee does not have enough earnings available in their last pay check to cover unaccrued, used personal time, the employee will be expected to make arrangements to repay the College.

If an employee is rehired within 12 months, they will be reinstated with any previously unused personal time.

**AGENDA ITEM #VIII-K
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE**

**ACCEPTANCE OF PROPOSAL
MONUMENT AND EXTERIOR WAYFINDING SIGNAGE PROJECT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees authorize the President to accept a proposal and enter into an agreement between Highland Community College and Chicago Sign Group, LLC, of Vernon Hills, Illinois in the amount of \$225,092 to complete the entrance monument and exterior wayfinding sign project.

BACKGROUND: Highland Community College completed a request for proposals (RFP) process and received four proposals. Three companies were interviewed. The selected vendor, Chicago Sign Group, has experience with all aspects of the project. Their completed projects include a monument sign for Waubensee Community College and the Village of Skokie, as well as exterior signs for spas, restaurants, and other organizations. Chicago Sign Group met the requirements for the project proposal, including adhering to the prevailing wage rate. The project will include the fabrication and installation of new entrance monument signs on Pearl City Road and Kiwanis Drive; refurbishing building monuments, parking lot, and existing directional/wayfinding signs; refurbishing the existing campus map; adding a second, new campus map; replacing building signs; and adding new wayfinding signs to the campus. Funding for this project is available from bond funds previously earmarked for this purpose.

The agreement will include replacement or refurbishing and adding additional signs as follows:

- Two (2) monument signs at the two main access roads of campus (Kiwanis Drive and Pearl City Road)
- Seven (7) building monument signs
- Three (3) directional signs
- One (1) center of campus wayfinding
- Twenty-six (26) building entrance signs
- Fourteen (14) parking lot signs
- One (1) map on Campus Drive
- One (1) ball field entrance
- One (1) shipping and receiving entrance sign
- One (1) central campus map
- Five (5) directional signs

BOARD ACTION: _____

**AGENDA ITEM #XI-B-1
JUNE 21, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF AGREEMENT 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**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the attached Memorandum of Agreement between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, affiliated with AFT/IFT Local 1957 extending the interim plan for the Coordinator of Academic Technology Resources due to a continued vacancy. It is further recommended that Mr. Michael Skwara, User Services Librarian/Coordinator of Learning Management System, continues to serve as a temporary replacement for the Coordinator, Academic Technology Resources position, provide mentoring and training to the new person, and receive six hours of overload pay through December 21, 2023.

BACKGROUND: With the departure of the full-time Coordinator, Academic Technology Resources in December 2021, many of the position's responsibilities transitioned to Michael Skwara, User Services Librarian/Coordinator of Learning Management System. The attached agreement outlines the responsibilities and compensation while Mr. Skwara continues to fulfill these responsibilities on a temporary basis and provides mentoring and training to the new person.

BOARD ACTION: _____

Between

Highland Community College

and

Illinois Federation of Teachers, AFT, AFL-CIO; Local 1957,

Highland Community College Faculty Senate

June 5, 2023

ISSUE:

This Memorandum of Agreement is entered into by the parties to temporarily extend the March 14, 2023 Memorandum of Agreement that clarified and codified the increased responsibilities currently being assumed by User Services Librarian/Coordinator of Learning Management System, Michael Skwara. The March 14, 2023 Memorandum of Agreement is set to expire on June 16, 2023.

BACKGROUND:

Effective December 8, 2021, Highland Community College has been without a full-time Coordinator, Academic Technology Resources. In response and since that time, User Services Librarian/Coordinator of Learning Management System, Michael Skwara, took on the bulk of responsibilities and duties that were previously attributed to the Coordinator, Academic Technology Resources. The revised duties and structure of the Coordinator, Academic Technology Resources have been finalized and the College will have begun the search process for a permanent position.

AGREEMENT:

1. User Services Librarian/Coordinator of Learning Management System, Michael Skwara, will continue to serve as a temporary replacement for the Coordinator, Academic Technology Resources position and provide mentoring and training for the new person during the Summer 2023 and Fall 2023 semesters: June 16, 2023 through December 21, 2023.
2. Skwara will receive compensation amounting to six (6) hours of overload pay during each of the Summer 2023 and Fall 2023 semesters for his work in this position.
3. Both parties understand that the circumstances surrounding this agreement are unique and do not constitute a precedent for future negotiations.

Board Chair / date

 6-12-23
Faculty Senate President / date