

4.223 Tuition Waivers (Revised 6/22/21)

The purpose of the tuition waiver benefit is to develop a financially sustainable benefit that encourages and supports employee professional and personal growth and adds value to the College's recruitment and retention efforts.

A. Full-Time Employees/Adjunct Faculty and their Dependents/Spouse or Civil Union Partner

1. The Board will provide a tuition waiver for full tuition coverage only at Highland Community College for all full-time employees and adjunct faculty, their spouses or Civil Union partners, dependent children, and dependent grandchildren. The full-time employee or adjunct faculty must be actively employed in a full-time or adjunct faculty position during the semester of attendance.
2. This benefit is available on the employee's first day of employment or rehire. Eligibility is not retroactive; an employee must be actively employed at the start of the term to use the benefit.
3. Employees wishing to take a course during their normal working hours must secure the permission of their immediate supervisor for release time or compensatory time.
4. The number of courses taken during a normal working day by any full-time employee will be limited to one course (up to 3 credit hours) unless special permission is granted by the employee's supervisor and the Vice President of Academic Services/CAO.

B. Part-Time Classified Employees and their Dependents/Spouse or Civil Union Partner

1. The Board will provide a full tuition coverage only at Highland Community College for all classified part-time employees working at least 14 hours per week. Temporary and on-call part-time employees, as well as student workers, are not eligible for this benefit.
2. The policy will be effective upon one continuous full year of employment for classified part-time employees.
3. If a part-time classified employee has a break in service of more than four months, their eligibility for this benefit will start over.
4. Part-time classified employees must be actively employed at Highland during the semester of attendance for the benefit to be effective. Eligibility is not retroactive; an employee must meet the eligibility criteria at the start date of the term to use the benefit.

5. Part-time classified employees are encouraged to take classes during non-work hours unless their work schedule can be adjusted.
 6. The Board will provide partial tuition coverage only at Highland Community College for all half time and three-quarter time regular classified employee's spouse or Civil Union partner, dependent children, and dependent grandchildren who meet the eligibility requirements as outlined above.
 - a. The scholarship will provide half of the tuition coverage for half time (equivalent to working 20-27 hours per week) regular classified employee's dependents, spouse or Civil Union partner;
 - b. and will provide three-quarters of the tuition coverage for three-quarter time (equivalent to working 28-32 hours per week) regular classified employee's dependents, spouse or Civil Union partner.
- C. Part-time Faculty and their Dependents/Spouse or Civil Union Partner
1. Part-time instructors, including instructors teaching dual credit courses, are eligible for full tuition coverage only at Highland Community College if teaching at least 6 contact hours per semester. Part-time instructors paid on an hourly basis must teach at least 14 hours per week. Instructors hired to teach Lifelong Learning or Business Institute classes are not eligible.
 2. Part-time instructors, including instructors teaching dual credit courses, are eligible for this benefit after completion of four consecutive semesters of instruction (instructors must teach 6 contact hours or 14 hours per week each of those four semesters). Examples of consecutive semesters are teaching fall/spring/fall/spring with no gap of employment, four consecutive fall semesters, or four consecutive spring semesters. Pre-summer and summer terms are not given consideration when determining consecutive semesters.
 3. The Board will provide a half tuition coverage only at Highland Community College for all part-time instructors' spouses or Civil Union partners, dependent children, and dependent grandchildren meeting the eligibility outlined above.
 4. Part-time instructors must be actively teaching Highland course(s) during the semester of attendance for the benefit to be effective. An instructor teaching 8 week classes will be treated similarly to an instructor teaching a full semester as long as they meet other eligibility criteria. For example, if an instructor teaches classes during the second eight weeks of the semester, and they or their dependent/spouse or Civil Union partner takes a class during the first 8 weeks or a full semester class, they would be eligible for the tuition waiver.

D. Part-time Coaches and their Dependents/Spouse or Civil Union Partner

1. Coaches and assistant coaches who are employed at least 50% time (equivalent to 20 hours per week) during the coaching season qualify for the full tuition waiver benefit.
2. Coaches and assistant coaches will be eligible upon completion of two consecutive coaching seasons.
3. Coaches and assistant coaches must be actively employed at Highland during the semester of attendance for the benefit to be effective.
4. The Board will provide half tuition coverage only at Highland Community College for all part-time coaches and assistant coaches' spouses or Civil Union partners, dependent children, and dependent grandchildren meeting the eligibility criteria outlined above.

E. Loss of Eligibility

1. If an employee terminates employment from Highland Community College prior to the start of the term for which they or their spouse, Civil Union partner, or dependent are receiving a tuition waiver, the waiver will be removed from the student's account. If the student chooses to remain enrolled in the class(es) they will be responsible for the cost of the tuition. If an employee terminates after the term has already started, the tuition waiver will remain on the account.
2. Other instances that may result in the loss of tuition waiver eligibility include the employee's hours being reduced below the minimum requirement prior to the start of classes or a part-time instructor's class load falling below 6 contact hours before or soon after the start of classes.

F. Application of Tuition Waiver

1. All fees, books and supplies will be the responsibility of the employee, unless different in a union agreement.
2. Those wishing to use the tuition waiver scholarship fund must present the Tuition Waiver Approval Form (available on the G: drive) after being approved by Payroll/Human Resources to the cashier's office upon registration. Regular payment guidelines apply for any remaining balance.
3. If an employee is eligible to take advantage of the tuition waiver scholarship fund in addition to a financial aid award or scholarship, these combined forms of assistance will be applied in a manner that is most beneficial to the employee, while meeting the awarding parties' requirements.

G. Dependent Definition

1. An employee's legal spouse or Civil Union partner who is a resident of the same country in which the employee resides. For the purposes of this definition, a common-law spouse will not be considered a dependent.
2. An employee's child or grandchild who meets all of the following requirements:
 - a. Is a resident of the same country in which the employee resides.
 - b. Is unmarried.
 - c. Is a natural child, stepchild, legally adopted child, a child placed in the employee's physical custody whom the employee intends to adopt, a child for whom the employee and/or employee's spouse or Civil Union partner has been named legal guardian, or a child for whom the employee is legally financially responsible.
 - d. The employee and/or the employee's spouse or Civil Union partner must have joint custody or any shared time arrangement.
 - e. The child must be dependent upon the employee and/or the employee's spouse or Civil Union partner for support.
 - f. Is less than twenty-five (25) years of age.

4.224 Reporting of Accidents (Reaffirmed ~~6/22/21~~)

Once an employee is aware of a work-related injury or illness, it must be reported to the supervisor via written, verbal or voice messaging within 24 hours. Human Resources must be informed of any work-related injury or illness. Accidents involving anyone other than employees must be reported to the Vice President/CFO, Administrative Services within 24 hours.

4.225 Educational Advancement (Reaffirmed ~~6/22/21~~)

The continued growth in one's profession and discipline often requires formal academic study. In view of this fact, the College encourages its employees to continue their academic work and shall, in addition to schedule advancement, where applicable, reimburse such approved activity to the amount and limit established by the Board of Trustees.

Any academic activity to be considered for reimbursement or schedule advancement must have the prior approval of the appropriate supervisor and administrator through established procedures. An academic activity which does not carry credit; i.e., summer seminars or workshops, may be granted such credit equivalency as certified by letter from the seminar director or as determined by the appropriate administrator.

4.226 Employee Assistance Program (Reaffirmed ~~6/22/21~~)

The College shall make available to full-time employees, spouses, and dependent family members, an employee assistance program. The program shall provide confidential professional assistance in the form of a personal evaluation interview to identify the nature of the concern and possible methods of resolution of persistent behavioral, personal, emotional or medical problems.

4.23 Full-Time Administrative, Professional, or Classified Pay for Instructional Assignments (Revised 6/22/21)

Full-time administrative, professional, or classified employees may be asked to teach a maximum of six contact hours per semester. The instructional assignment may qualify for reimbursement if the instructional responsibilities are in excess of those specified within the employee's job description and are outside the employee's normal workday hours. Approval must be obtained from the Vice President of Academic Services/CAO prior to offering an instructional assignment to a non-exempt full-time employee by submitting a Request to Hire Full-Time Non-Exempt Employee for Teaching Assignment form. Reimbursement will be at 50% of the lowest overload instructional pay schedule rate of the College.

4.24 Reimbursements for Job Applicants (Revised ~~6/22/21~~)

Job applicants for full-time faculty positions and administrative positions may be reimbursed for some travel expenses. Any exceptions to this policy for other search considerations will be made by Human Resources to the College President for approval.

4.25 Resignations (Reaffirmed ~~6/22/21~~)

As soon as an employee determines that he or she wishes to resign, the employee must notify the supervisor and forward a written letter of resignation to the Human Resources Office. A two-week notice is generally expected from part-time and classified personnel. A one-month notice is generally expected from all other employees.

4.251 Retirement Notice (Reaffirmed [6/22/21](#))

As soon as an employee determines that he or she wishes to retire, the employee must notify the supervisor and forward a written letter of retirement to the Human Resources Office indicating their last working day and their retirement date with the State Universities Retirement System (SURS). A two-month notice is generally expected.

4.26 Attendance, Absenteeism and Unauthorized Absence (Revised ~~6/22/21~~)

Regular attendance at work is a necessary condition of employment at the College.

Absence from work shall be subject to disciplinary measures by the College, up to and including dismissal, unless such absence is:

- A. Authorized; or
- B. permitted under these policies; or
- C. allowed by law; or
- D. is permitted by the specific contract of employment applicable to the employee.

Any employee who is deemed to be absent from duty without proper notification to the College shall be subject to disciplinary measures by the College, up to and including dismissal. Any employee who is absent for three or more consecutive days without prior notice/approval will be considered to have abandoned their position and voluntarily resigned.

4.27 Personnel Records (Reaffirmed ~~6/22/21~~)

Personnel files are business records of the College and remain the sole property of the College. Employees, however, are entitled to review their own files at least two times in a calendar year unless otherwise provided for in a collective bargaining agreement. An employee wishing to review his or her file(s) should submit a written request to his or her supervisor or to the human resources representative. The employee will be permitted to review the file during normal business hours and in the presence of a supervisor or a member of HR. Employees will not be entitled to remove any information from the file, but the College will provide copies of one or two documents at the employee's request. An employee will have the right of access to his or her own personnel files provided in the Illinois Personnel Records Act, except for privileged communications relating to initial employment and other exceptions listed in the Act. Access to a supervisor's working file is the same as the employee's personnel file.

All personnel, academic and evaluative records pertaining to all employees shall be maintained by the Human Resources Office in the employee's Official Personnel File (OPF). Employee files are considered confidential. Managers and supervisors other than the HR Department may only have access to personnel file information on a need-to-know basis. Responsibility for the confidentiality and use of information in the OPF shall rest with the Human Resources Office, from whom permission must be obtained for access to any portion of the personnel folder.

It is important that an employee be aware of all items which might be used in developing a periodic evaluation. Supervisors, therefore, shall notify an employee whenever any item is placed in the OPF. The employee may add written comments for inclusion in the personnel file for any document with which they disagree. However, the College encourages employees to submit written responses at the time action is taken, not during a personnel file review that may be remote in time to the actual occurrence with which an employee may disagree.

Payroll records and absence records will be kept by the Payroll Office.

4.28 Confidential Information Statement (Reaffirmed [6/22/21](#))

Any employee of Highland Community College must protect against unauthorized access of private personal information contained in institutional records, as well as ensure the security and privacy of such information, and disclose any anticipated threats or hazards that may compromise the confidentiality of such information. Employees are expected to deal with private personal information in a respectful and professional manner. See also Policies 3.09 Student Records and 5.30 Information Security.

4.29 Rest and Meal Periods (Reaffirmed ~~6/22/21~~)

Hourly ~~An~~ employees who are is scheduled to work 7.5 continuous hours ~~or more~~ shall be provided an unpaid meal period of at least 20 minutes. The meal period must be given to an employee no later than five hours after the start of the workday (820 ILCS 140/3). Employees who work more than 7.5 hours in a row will be entitled to an additional 20 minutes break for every 4.5 hours worked.

Rest periods are left to the discretion of the individual supervisor unless provided for in a collective bargaining agreement. All hourly employees except those working less than 20 hours per week shall receive at least 24 consecutive hours of rest each 7-day period ~~calendar week~~ in addition to the regular period of rest at the close of each working day (820 ILCS 140/2).

4.291 Nursing ~~Employees Mothers~~ (Revised 6/22/21)

Highland supports breastfeeding ~~mothers-employees~~ by accommodating the ~~mother employee~~ who wishes to express breast milk during ~~the~~ workday when separated from ~~their~~ ~~her~~ newborn child. The College will provide reasonable break time for an employee to express breast milk for ~~her~~ ~~their~~ nursing child for up to one year after the child's birth. The break time may run concurrently with any break time already provided to the employee. An employee's compensation for time used for the purpose of expressing milk or nursing a baby will not be reduced. In addition, Highland has identified rooms across campus where nursing ~~employeesmothers~~ are able to pump. This policy is in accordance with the U.S. Department of Labor Wage and Hour Division and the Patient Protection and Affordable Care Act (PPACA).

Employees who wish to express their breast milk during the workday should notify their supervisor and the Human Resources Office, either before or after returning to work from leave for the birth of their child.

Human Resources has designated contacts in each campus building to work directly with nursing ~~mothers-employees~~ who would require a place to express milk during the day. Upon notification that a nursing ~~mother-employee~~ requires a place to express milk, Human Resources will give them ~~nursing mother~~ the name of the contact for the appropriate building. All rooms are equipped with a chair, a table, an electrical outlet and have a lock. While Federal law requires the employer to provide "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public," it also states, "a space temporarily created or converted into a space for expressing milk or made available when needed by the nursing ~~employeemothers~~ is sufficient provided that the space is shielded from view."

4.30 Outside Employment (Reaffirmed ~~6/22/21~~)

No employee will engage in outside employment which will interfere with the performance of their assignment. The employee has the responsibility for obtaining permission of the immediate supervisor before accepting a position which might conflict with a College assignment. An employee that is a State Universities Retirement System (SURS) annuitant has the obligation to consult with the College and receive permission before accepting employment at any other SURS-covered employer. In addition, an employee that is a SURS annuitant that is considering a change in hours and/or compensation at Highland, or at any other SURS employer, must consult with and receive permission from the College prior to accepting additional assignments or compensation.

This policy shall not preclude any employee from such other employment which does not conflict with College responsibilities.

4.32 Personal Protective Equipment and Clothing (Reaffirmed 6/22/21)

Workplace hazards will be assessed and the College will provide personal protective equipment as required, to protect employees from work place hazards, based on the *Occupational Safety and Health Act, CFR Part 1910.132-138, Personal Protective Equipment Standard*. It is the responsibility of all employees to follow the requirements of this policy and procedure where they pertain to their respective activities and job duties.

In an instructional situation, students shall purchase or obtain the necessary and approved Personal Protective Equipment designated by the department or instructor responsible for the course. Students must be trained in the proper usage and care of the Personal Protective Equipment.

4.33 Grievance or Appeal Procedures—Non-Union Employees (Revised ~~6/22/21~~)

An appeal is a claim made by an employee that his or her rights under established College policies or procedures have been violated. The detailed grievance procedure is provided on the staff portal.

4.35 Evaluation of Instruction (Revised 6/22/21)

The purpose of the formal instructional evaluation process is to encourage and actively promote ongoing development in the teaching and learning process. It intentionally offers an opportunity for Deans and instructors to establish strong, professional relationships so that improvement in and enhancement of student academic achievement can be attained. The process should be timely, consistent, and meaningful.

The evaluation process varies depending upon if the instructor is non-tenured, tenured, or a part-time instructor. In all cases there are four components to the evaluation process. These components are:

- administrative classroom visits,
- use of a student evaluation of instruction course survey,
- a self-evaluation, and
- an evaluation meeting between the instructor and the appropriate Dean.

The data collected from these four evaluation components are combined into a summary evaluation document.

Administrative Evaluation of Instructors

Full-time Tenured Faculty

Procedure:

1. All tenured faculty will be evaluated formally a minimum of once every three years.
2. During the year of this formal evaluation, all students in the faculty members' classes, for at least one of the semesters, will be asked to complete the institutional student evaluation form.
3. At the conclusion of the evaluation year, the faculty member will complete a written self-evaluation and submit it to his or her supervisor. Uniform criteria for self-evaluation will be provided to the faculty member at the beginning of the semester.
4. A class visitation by the supervisor will occur in the same semester during which student evaluations take place (see Item #2 above). The visit is scheduled and a lesson plan of the class is submitted to the supervisor showing the class goals and objectives.

5. After the class visitation, the supervisor will compose a written evaluation of the faculty member in a timely fashion that will be discussed with the faculty member and, if necessary, improvement strategies will be identified. If considerable improvement is needed or serious deficiencies are present, the evaluation process shall revert back to the frequency of second and third year non-tenured faculty evaluations until two successive years of satisfactory evaluations occur. Faculty may respond in writing to the evaluation and/or the improvement strategies.
6. A copy of the evaluation, the written response, and/or improvement strategies will be given to the faculty member, the Vice President of Academic Services/CAO and will be placed in the faculty member's personnel file in the Human Resources Office.
7. Other evaluation criteria and methods, including peer evaluation and professional certification, are encouraged.
8. Prescriptive recommendations and/or suggested improvements will be monitored throughout the year.

Full-time Non-tenured Faculty

The following procedures have been developed to evaluate non-tenured faculty in compliance with the State Tenure Law (110 ILCS 805/Article IIIb). In addition to course improvement, a primary objective of this evaluation is to recommend retention or non-retention of a faculty member beyond the probationary period. This evaluation procedure complements the existing procedure for evaluation of instruction that will continue to be used for tenured full-time faculty and part-time faculty.

Procedure:

1. All non-tenured faculty will be evaluated formally for the first three years of employment by the Dean.
2. Each semester during those three years, all students in the faculty member's classes will be asked to complete the institutional student evaluation form.
3. At the conclusion of each fall and spring semester, the faculty member will complete a written self-evaluation and submit it to the supervisor. Uniform criteria for self-evaluation will be provided to the faculty member at the beginning of the semester.
4. Class visitation by the supervisor will occur a minimum of twice a semester during the first year of employment, and a minimum of once a semester during the second and third years of employment. The visits are scheduled, and prior to the visit a lesson plan with the class goals or objectives for these classes will be submitted to his or her supervisor.

5. Other senior faculty members may be requested by the Deans to visit classes of non-tenured faculty at least once during the semester.
6. Additional evaluative criteria and methods as determined by the Vice President of Academic Services/CAO and/or the Dean may be used.
7. The Dean will then compose a written evaluation of the faculty member that will be discussed with the faculty member and, if necessary, improvement strategies will be identified. Faculty may respond in writing to the evaluation and/or the improvement strategies.
8. A copy of the evaluation, the written response, and/or improvement strategies will be given to the faculty member, the Vice President of Academic Services/CAO and will be placed in the faculty member's personnel file.
9. The Dean will consider, but will not be required to adopt, an advisory recommendation concerning dismissal or extension of probation of non-tenured faculty or the granting of tenure to a non-tenured faculty member. Such recommendation will be made by a faculty peer committee of three tenured faculty from the appropriate division.
10. In case of a decision not to rehire, or a decision to extend the probation period, the Vice President of Academic Services/CAO and Dean shall consult with the individual in question in advance of the notification dates required in the Tenure Law.
11. The administration may require the faculty member to serve a fourth year as a non-tenured faculty member and be evaluated according to procedure before a decision is made on tenure. Notice will be given to the faculty member not later than 60 days before the end of the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions that the faculty member should take in order to satisfactorily complete service requirements for tenure.
12. If tenure status is not recommended, notice shall be given to faculty at least 60 days before the end of the school year or term, and such recommendations will be made to the Board of Trustees for action.
13. At the conclusion of the third year, or if necessary fourth year, of employment, the President will make a recommendation regarding tenure to the Board of Trustees for action.

Part-time Faculty

For the purpose of this policy, part-time faculty includes dual credit. Procedure:

1. All new part-time faculty will be evaluated during their first teaching assignments using one or more of the following methods:
 - class visitation, scheduled or on a walk-in basis
 - student evaluation
 - self-evaluation
 - peer evaluation
 - other evaluation criteria and methods may be used at the discretion of the supervisor and the Vice President of Academic Services/CAO.
2. Re-employed part-time faculty may be evaluated on a regular basis according to the same methods.
3. Part-time faculty will be evaluated a minimum of once each semester of the first four semesters they teach. After three successive satisfactory evaluations, each part-time instructor will be evaluated a minimum of once every three years.
4. Dual credit courses and instruction will be evaluated annually according to ICCB regulations, including class visitations.

Student Evaluation of Instruction

1. Standard Evaluation Instrument: A standard evaluation instrument developed internally is used as part of the evaluation process. This evaluation instrument is used in all courses in one semester for tenured faculty during their formal evaluation year and the tenured faculty are encouraged to use this instrument a minimum of one class per semester during other years. This standard evaluation instrument is used a minimum of one class per academic year for established part-time instructors who have had three successive positive evaluations previously. The instructor and Dean should jointly select the classes to be used for the standard student evaluation.
2. Additional/Special Evaluation: Additional or special student evaluation of instructor instruments or methods may be used to meet special needs not addressed by the standard evaluation instrument. Special needs may include, but shall not be limited to; the evaluation of new courses or new teaching methods; the investigation of student complaints; the investigation of complaints by the faculty or staff; or, investigation of matters before the Judicial Review Board. These additional/special student evaluations may be implemented at the prerogative of the instructor with Dean approval or by the Dean or Vice President of Academic Services/CAO. If an additional or special evaluation is administered to a particular class during the regular school term, the evaluation shall be conducted during a regular class session. If the

evaluation is administered when the class is not in session during the regular school term, the students receiving the evaluation instrument shall be instructed to not share or discuss the instrument with other students before the due date for returning the instrument has expired.

3. If an additional/special evaluation is used to investigate any complaint or allegation of misconduct on the part of the faculty, the individual involved in any such complaint shall be informed of the allegation prior to use of the additional/special evaluation instrument, provided with a copy of the instrument for review and comment at least three (3) business days prior to the use of the instrument, and shall be provided a typed compilation of the student responses, unless such disclosure is prohibited by law. Any information which may be used to identify a particular respondent on the typed compilation shall be redacted. Initial notification and a copy of the instrument shall be provided via college email to the faculty member and to the Faculty Senate President or the Faculty Senate President's designee. The typed compilation of the student responses will also be provided via email to the faculty member and the Faculty Senate President or the Faculty Senate President's designee, and it will be sent prior to any meeting scheduled with the administration or its representatives to discuss the results.
4. Student evaluations shall not be used as the sole basis for discipline, promotion, retention, salary increments, granting or denial of appointments, or other adverse or positive action involving faculty members.
5. A faculty member's personal norms from students' evaluations of instruction over time should be established and compared with current evaluations to promote continuous improvement. Required student evaluations for the preceding year will be retained in the Division office.

4.36 Abused and Neglected Child Reporting (Revised 6/22/21)

Highland is committed to the safety and welfare of children as governed by Illinois Law. The Abused and Neglected Child Reporting Act (ANCRA) states that: All College personnel are mandated reporters who, if they have reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child, shall immediately report or cause a report to be made to the Illinois Department of Children and Family Services by calling the Child Abuse Hotline at 1-800-252-2873 or 1-800-25-ABUSE. College personnel who are mandated reporters specifically include all athletic program personnel and/or athletic facility personnel. Students enrolled in an academic program leading to a position as a child care worker, school service personnel and/or education degree are also mandated reporters pursuant to the Act. Under this policy, College personnel includes student workers. Highland considers volunteers as defined under Highland's Volunteer Services Policy (4.07) also to be mandated reporters.

Child abuse is the mistreatment of a child under the age of 18 by a parent, caretaker, someone living in their home or someone who works with or around children. The mistreatment must cause injury or put the child at risk of physical injury. Child abuse can be physical (such as burns or broken bones) or sexual (such as fondling or incest). Neglect happens when a parent or responsible caretaker fails to provide adequate supervision, food, clothing, shelter or other basics for a child.

Failure to Report:

Any mandated reporter of Highland Community College who fails to report suspected child abuse or neglect in violation of this policy may be subject to discipline, up to and including termination, expulsion and/or other sanctions. In addition, willful failure to report suspected incidents of child abuse or neglect is a misdemeanor (first violation) or a class 4 felony (second or subsequent violation).

Required Training:

Employees are required to complete online mandated reporter training within three months of their hire and periodically thereafter. Training information will be provided through the office of Human Resources.

Immunity for Good Faith Reports:

Individuals who in good faith make reports of suspected abuse or neglect are provided with certain statutory immunities from civil and/or criminal liability.

Confidentiality:

The confidentiality of a report of suspected child abuse or neglect, including the identity of an individual who makes a report under this policy, will be protected consistent with state law.

Retaliation:

Retaliation against any employee, student, volunteer or other individual who makes a good faith report of abuse or neglect or who participates in any investigation of abuse or

neglect is prohibited. Anyone found to have engaged in prohibited retaliation may be subject to discipline, up to and including termination, expulsion and/or other sanctions.

Procedures related to this policy will be published through the College's Human Resources Department and on Highland's web site.

4.37 Alcohol and Drugs in the Workplace (Revised 6/22/21)

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in and on property owned or controlled by Highland Community College. The use of alcohol or cannabis while on Highland Community College owned or controlled property, including meal periods and breaks is prohibited, except as authorized below. The federally mandated Drug-Free Schools and Communities Act requires college campuses to prevent the use and possession of illegal drugs. Under federal law, cannabis is classified as an illegal drug, therefore, cannabis use and possession is illegal on Highland's campus. An employee must notify Highland of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

No employee will report to work while under the influence of alcohol or illegal drugs. Violation of these rules by an employee will be reason for mandatory evaluation/treatment for a substance use disorder and/or for disciplinary action up to and including dismissal.

Employees with a prescription for cannabis will notify Human Resources. Human Resources will review the matter with the employee and determine if an accommodation is needed or can be attained.

In accordance with State Law, the College Board of Trustees or its designee may authorize the availability of alcoholic beverages in designated on-campus facilities or property at College, Foundation, or Alumni Association events for which the Foundation is the host or considered a sponsor or co-sponsor. The authorization shall be given in writing by the President of the College.

Any Highland Community College employee determined to have violated this policy may be subject to disciplinary action up to and including dismissal.

4.38 Criminal Background Investigations (Reaffirmed 6/22/21)

Criminal background investigations will be conducted on all successful candidates for security sensitive positions as required by the Campus Security Act of the State of Illinois.

To comply with National Service laws under the Serve America Act, National Service Criminal History checks will be conducted on all successful candidates for positions paid from federal grant programs funded by the Corporation for National and Community Service (CNCS), such as Retired and Senior Volunteer Program (RSVP).

4.39 Non-Violence (Reaffirmed [6/22/21](#))

Introduction

Highland Community College is committed to providing and maintaining a safe workplace and campus environment that is free from violence.

Prohibited Conduct

The College prohibits any type of violence committed by or against employees, students or third parties. The definition of “violence” includes any conduct or statements, which is sufficiently threatening, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety and/or the safety of his or her family, friends and/or property. The following list of behaviors, while not inclusive, provides examples of prohibited conduct:

- Fighting or causing physical injury to another person;
- Making threatening remarks of physical or aggressive conduct;
- Demonstrating aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging College property or property of another or the threat of such damage;
- Use of any object as a weapon;
- Harassing or threatening another either in person, by telephone, in e-mail or other; and
- Stalking or using surveillance with intent to harm.

Reporting Procedures

Employees, students or third parties who experience, observe or have reason to fear such prohibited conduct are urged to report their concerns.

Employees should report any potentially violent situations immediately to their supervisor, the Director of Human Resources, Director, Facilities and Safety or the campus Deputy Sheriff on duty.

Any student or third party should report such activity to a Highland employee, a faculty member, Dean, Vice President/CSSO, Student Development and Support Services, or the campus Deputy Sheriff on duty.

To the extent possible, the College will protect the confidentiality of reports commensurate with the need to investigate, resolve reported problems and comply with any discovery or disclosure obligations. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others on a need-to-know basis. Individuals involved in an investigation are expected to refrain from discussing it with others.

Non-Retaliation

This policy strictly prohibits retaliation against employees, students or third parties who report in good faith incidents of threats, violence, intimidating conduct, weapons possession, or workplace violence or who cooperate with an investigation. Any person engaged in retaliatory conduct shall be subject to disciplinary action, up to and including discharge, suspension/expulsion and/or exclusion.

Risk Reduction Measures

The Human Resources department will take reasonable measures to conduct background investigations to review candidates' backgrounds and reduce the risk of hiring individuals who may have a history of violent behavior.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace or on campus will not be tolerated. All reports will be reviewed and appropriate corrective action will be taken against individuals found to have violated this policy. Corrective action may include physical removal from the workplace/campus. Employees or students or others who engage in prohibited behavior shall be held accountable under College policy, as well as local, state, and federal law. Any employee, student or third party determined to have committed such acts will be subject to disciplinary action, up to and including dismissal or expulsion, as well as and/or referral to the appropriate law enforcement agencies for arrest and prosecution. Any third party who commits or threatens to commit violent behavior shall be subject to exclusion from the campus, termination of business relationships, and/or referral to the appropriate law enforcement agencies for arrest and prosecution. Highland Community College reserves the right to take any necessary legal action to protect its employees, students and third parties, including the filing of criminal complaints against individuals violating this policy.

4.40 Student Worker Program (Reaffirmed 6/22/21)

The Student Worker Program will abide by all existing regulations and policies, as set forth by Highland Community College's Policy Manual, the Federal Student Aid handbook, and the Code of Regulations for the Federal Work Study Program.

**AGENDA ITEM #XI-C-1
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED JOB DESCRIPTION/JOB TITLE
COORDINATOR, MULTIMEDIA CONTENT**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description and job title for the Coordinator, Multimedia Content, with placement at range 31 on the Highland Salary Range Table. This is a full-time, exempt professional position and is included in the FY24 budget.

BACKGROUND: Due to department needs in Marketing and Community Relations, the Multimedia Content Specialist position has been reevaluated, and the title and job description have been updated. The job description has been modified to include project management responsibilities and the expectation that this position will serve as a backup in the Director's absence, including as a secondary Public Information Officer or more general designee. The job title has been revised to a Coordinator, Multimedia Content. The salary range is being raised from level 28 to 31 to reflect the greater scope of responsibilities and accountability of the position.

BOARD ACTION: _____

Highland Community College Position Description

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

TITLE: Coordinator, Multimedia Content Specialist*

GENERAL STATEMENT OF RESPONSIBILITIES: To serve as ~~the a~~ primary creator, strategist and steward of ~~visual~~ content produced within the parameters of Highland Community College's brand. This role also leads website design and related ~~ensures Highland follows~~ accessibility ~~regulations~~ measures.

PRINCIPAL DUTIES: (essential functions)

- Contributes creative oversight to conceptualization of multimedia content — ensuring all promotional materials and messaging align with the institution's brand, recruitment and retention objectives, community outreach goals and accessibility standards.
- Creates and produces photo and video content for campaigns; ~~events and special projects and events-~~, managing special projects and providing editorial support as needed.
- Designs digital and print materials in support of institutional marketing campaigns promoting recruitment and retention for a range of demographic segments and academic programs.
- Develops and assists with producing content across several channels, including social media, web, advertising, publications, media pitches and news releases, and more.
- ~~Ensures promotional materials and messaging align with the strategic institutional goals and recruitment and retention objectives of Highland, as well as the College's brand.~~
- Oversees accessibility and sophisticated page design initiatives on Highland's website.
- Collaborates with a contracted webmaster to maintain and develop the website design in an accessible format that follows the College's standards.
- Applies principles of design to create visually appealing and impactful multimedia content, and follows best practices to establish and uphold brand integrity.
- Manages such visual brand projects as advertisements, promotional items, digital graphics and billboards for the College.
- Organizes and maintains multimedia content library in an asset management platform.
- ~~Collaborates with students, staff, faculty, subject matter experts and other stakeholders to provide creative direction in developing multimedia content that aligns with the institution's brand objectives and accessibility standards.~~
- Acts as a Freedom of Information Officer (FOIA) in responding to (FOIA) requests.
- In accordance with the Risk Management Policy and Program:
 - Serves as the Public Information Officer for the College in the absence of the Director, Marketing and Community Relations, as requested.
 - If requested, manages emergency closure and crisis communications with news media, on website, and social media in the absence of the Director, Marketing and Community Relations.
- Serves as backup to other Marketing and Community Relations staff, including the Director, Marketing and Community Relations, to ensure continuity of operations.

Adopted 05/23/23

Coordinator, Multimedia Content Specialist*

- Liaises with student workers, employees and external stakeholders.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of best practices in multimedia production, including video editing, audio recording, and design principles.

Knowledge of ADA compliance and website accessibility guidelines.

Knowledge of current marketing, advertising, social media, and communications principles and trends.

Knowledge of utilizing data to make informed decisions.

Skill in multimedia content creation, including video production, design and other multimedia formats, as well as in preservation of multimedia content via asset management platforms.

Skill in applying marketing and communication best practices, brand standards and AP style guidelines for visual/editorial consistency.

Skill in operating such common design software as Adobe Creative Cloud and Canva.

Skill in organizing and prioritizing multiple projects and meeting deadlines.

Skill in contributing to the implementation of recruitment marketing, communication messaging and public relations strategies.

Skill in operating web content management software.

Skill in providing thought leadership.

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

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are medium work, exerting up to 50 lbs of force occasionally, and/or up to 20 lbs of force frequently, and/or up to 10 lbs of force constantly to move objects.

MINIMUM QUALIFICATIONS: Bachelor's degree in marketing, communication, journalism, graphic design, visual arts or related field and three to five (3-5) years experience OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: None.

REPORTS TO: Director, Marketing and Community Relations

APPOINTED BY: President/Board of Trustees

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Exempt

CLASS CODE: 2415

JOB SERIES/FAMILY: General Administrative Series/Marketing and Community Relations Group

ADOPTED/REVISED: 05/23/23-10/24/23* [Pending Board Approval]

Adopted 05/23/23

Coordinator, Multimedia Content Specialist*

**AGENDA ITEM #XI-D-1
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

ACCEPTANCE OF FY23 ANNUAL AUDIT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board accepts the annual audit for FY23.

BACKGROUND: The audit was prepared by Wipfli for all funds of the College, including Title IV Federal Financial Aid for Students. Retention of the firm's services was approved at the May 23, 2023, Board meeting.

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

BOARD ACTION: _____

**AGENDA ITEM #XI-D-2
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION AUTHORIZING PROJECT
“ASBESTOS CONTAINING FLOORING ABATEMENT” IN BUILDING “T”
(DOROTHY AND RC CLOCK TECHNOLOGY CENTER)**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached Resolution authorizing a Protection, Health, and Safety project for asbestos containing flooring abatement in Building “T” (Dorothy and RC Clock Technology Center) rooms T-135, T-149, and T-150 and approves the use of Protection, Health, and Safety funds remaining from previous projects to fund the project.

BACKGROUND: As part of a project to renovate building “T” room T-135, which was previously an Electronics Lab into an expansion of the current CNC Machining Lab, it was decided to remove the VCT flooring and adhesive, which are in poor condition, leaving a concrete floor that would be more of an industrial type flooring commonly seen in CNC machining areas in the field. As has been discovered through licensed testing of identical areas of flooring throughout building “T” in recent years, the adhesive that is under the current tile contains asbestos and must be removed through proper abatement procedures. Because of its health danger, the asbestos flooring material can be abated through the use of Protection, Health, and Safety funds. There are sufficient funds remaining from previous Protection, Health and Safety projects to fund this project.

BOARD ACTION: _____

RESOLUTION

WHEREAS, the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 519 (HIGHLAND COMMUNITY COLLEGE) COUNTIES OF STEPHENSON, OGLE, JO DAVIESS and CARROLL, in the State of Illinois has hired the architectural firm of Richard L. Johnson & Associates to review the health and safety issues associated with the flooring and adhesive in areas of building T, and to make recommendations to reduce the potential for health and safety issues; and,

WHEREAS, Richard L. Johnson & Associates has reviewed the conditions and has recommended projects to improve health and safety conditions; and,

WHEREAS the cost of this project has been estimated at \$33,500;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Board of Trustees, having considered the matter, hereby declares that there are not and will not be sufficient funds available in the renovation project funding to pay for the necessary work associated with this project.

Section 2. The Board of Trustees, hereby authorizes and directs the Administration of the College to utilize remaining Protection, Health, and Safety funds from previous projects for the cost of the needed project.

Section 3. This resolution shall be effective upon its passage and approval as provided by law.

Adopted this 24th day of October, by a majority vote of the Board of Trustees at a regularly scheduled meeting thereof at which a quorum was present at all times.

APPROVED:

ATTEST:

Chairperson

Secretary

**AGENDA ITEM #XI-D-3
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE**

**SOFTWARE LICENSE AGREEMENT BETWEEN
HIGHLAND COMMUNITY COLLEGE AND MASS INTERACT
FOR PRODUCTION OF A VIRTUAL CAMPUS TOUR**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approves the attached software license agreement between Highland Community College and Mass Interact in the amount of \$25,000.00 for the production of a virtual campus tour.

BACKGROUND: Mass Interact of Schaumburg, Illinois, will provide production and editing services including photo editing; embedding still and panoramic photographs in maps, VR and search services; photography of exterior and interior buildings; aerial drone photography and videography; and custom build of a virtual campus tour. After promotional discounts, the service agreement is for \$25,000, which will be paid from bond funds. The licensing agreement will be in place for 36 months. This project was vetted and agreed upon by a committee that reviewed bond funding proposals.

BOARD ACTION: _____

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”), is entered into on October 24th, 2023 (the “Effective Date”), and is between Mass Interact (“Licensor”) with an address at 1375 E. Woodfield Road, Schaumburg, Illinois 60173, and Highland Community College at 2998 W Pearl City Rd, Freeport, IL 61032.

WHEREAS, Licensor desires to license certain Software to Licensee; and

WHEREAS, Licensor and Licensee now wish to enter into a written agreement setting forth the terms and conditions pursuant to which Licensee will license such Software.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and intending to be legally bound, Licensee and Licensor agree as follows:

1. License of Software.

1.1 Licensee agrees to license from Licensor and Licensor agrees to license to Licensee the Software specified on Attachment A (collectively, the “Software”). Licensor hereby grants Licensee a non-exclusive, non-transferable, license to install, access and use the Software (the “License”). Unless otherwise specified on Attachment A, the License extends throughout Licensee’s enterprise and is not limited to a specific number of seats or users.

1.2 Pricing for the Software shall be in accordance with the Pricing detailed on Attachment A (“Fee”). The prices are exclusive of applicable state sales and use taxes. Such taxes will be paid by Licensee to Licensor. Licensor will be responsible for remittance of such taxes to the proper governmental authority.

1.3 In the event that Licensor is to provide to Licensee any custom deliverables in connection with the Software (“Deliverables”), such Deliverables and all associated fees will be described on Attachment A. In the event that Licensor is to provide any training, installation services, implementation assistance, or other ancillary services that relate to the Software (“Ancillary Services”), such Ancillary Services and all associated fees shall be described on Attachment A.

2. Term of Agreement.

Specified on Attachment A, the License is a duration of 36 months.

3. Termination and Deconversion Services.

3.1 ***Termination for Breach.*** Either party may terminate this Agreement if (a) the other party breaches a material term of this Agreement, and (b) such breach is not cured within thirty (30) days after notice of the breach is issued to the breaching party or recurs at any time after it is initially cured.

3.2 Deconversion Services. Upon expiration or any termination of this Agreement, Licensor shall provide Licensee with assistance to reasonably necessary facilitate the orderly transition from the Software to a substitute solution (the "Transition Services"). Such services shall be provided at the professional services rates agreed upon by the parties.

Upon expiration or any termination of this Agreement, Licensor will, at Licensee's request, continue to allow Licensee to access and use the Software after the date of such termination to effectuate an orderly transition to a substitute solution. During such period, the then-existing fees will continue to be in effect and the terms of this Agreement shall survive and continue to govern the parties' rights and obligations with respect to the Software. The usage period shall end when the transition from the Software has occurred and any Transition Services have been completed.

4. Nonexclusivity. No Minimum.

Licensee and Licensor acknowledge that this Agreement is nonexclusive.

5. Ownership of Deliverables.

Licensor hereby transfers, conveys and assigns to Licensee all right, title and interest in and to the imagery and all dynamics of the imagery ("Deliverables"), including, without limitation, all patent rights, trademark rights and copyrights (all collectively, "Ownership Rights"). Licensee shall not utilize the Deliverables other than as authorized by Licensor.

Licensor agrees, represents and warrants that with respect to its employees, subcontractors and any other personnel that may perform work in connection with the Deliverables from time to time (collectively "Personnel"), Licensor has secured or, prior to such Personnel performing any work for Licensee, will secure from such Personnel (i) any and all agreements that are necessary to transfer all Ownership Rights to Licensee; and (ii) any and all agreements necessary to require the Personnel to execute any other documents deemed to be necessary by Licensee to effectuate Licensee's rights as described herein. Licensor represents and warrants that no third parties shall have any Ownership Rights on the date of any delivery of the Deliverables to Licensee.

6. Software Requirements.

Licensee is solely responsible for ensuring that its systems meet the hardware, software and any other applicable system requirements needed for the Software. Licensor shall not be liable for any issues resulting from the Licensee not meeting the system requirements for the use of the Software. The requirements for Software use are as follows:

Windows 10. 64 bits. Minimum 8GB RAM

Mac OS x 10. 10 to 11.2

7. Acceptance of Software and Deliverables.

Licensee shall have fourteen (14) days (the "Acceptance Period") after the Software or any Deliverable (including, without limitation, any Updates or Upgrades thereto) are fully available for use by Licensee to test such Software and Deliverables. Licensee shall, within seven (7) days after the end of the Acceptance Period, send to Licensor either a written notice of acceptance or a written notice of rejection that includes a detailed description of any non-conformities with the warranties stated in Section 9. If no such nonconformities exist, Licensee may not reject the Software or Deliverable. If Licensee rejects the Software or Deliverable, Licensor shall have thirty (30) days (the "Remediation Period") to correct the nonconformities and deliver a corrected version to Licensee.

8. Restrictions on Use

8.1 *Authorized Use of the Software.* Licensee may only use the Software provided by Licensor for the purpose of providing virtual tours.

8.2 *Restrictions on Use.* Licensee shall not a) create or attempt to create by reverse engineering, disassembly, de-compilation or otherwise, the source code, (or the underlying ideas, algorithms, structure or organization) from the Software, or any part thereof, or aid or permit others to do so; b) copy modify or create any derivative work of the Software or any portion thereof; c) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Licensor or any of Licensor's providers or any other third party (including another Licensee) to protect the Software; d) hack into, disable, disrupt or access without authorization any part of the Software, or attempt any of the foregoing; e) impersonate or misrepresent an affiliation with any person or entity; f) use or access the Software for any competitive purpose; g) perform benchmark testing on the Software; h) violate any applicable law or regulation; or j) encourage or enable any other individual to do any of the foregoing. The Licensor has the right to investigate violations of these terms.

9. Warranties

Licensor represents and warrants to Licensee the following:

9.1 *Intellectual Property.* The Software, Ancillary Services and Deliverables and the use thereof do not and shall not infringe any third-party patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights.

9.2 *Compliance with Law.* Licensor shall at all times be, in compliance with all applicable federal, state, and local laws, rules, practices, regulations, standards, and orders that relate to the provision of Software, Ancillary Services and Deliverables.

9.3 *Clear Title.* All Deliverables will be free of any claim of any nature by any third person and that the Licensor will convey clear title to the Deliverables to the Licensee.

9.4 TO THE EXTENT PERMITTED BY LAW, LICENSOR'S WARRANTIES ARE LIMITED TO THOSE SET OUT IN THIS AGREEMENT AND ALL OTHER CONDITIONS, GUARANTIES OR WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUTE ARE EXPRESSLY EXCLUDED.

Licensor does not represent nor warrant that: a) The use of the Software will be secure, timely, uninterrupted or error-free; b) The Software will operate properly on all or any particular hardware, software, system or data; c) The Software, any support or Ancillary Services will meet Licensee's requirements or expectations; d) Errors or defects shall be corrected; or e) The Software is free of viruses and other harmful components.

9.5 **Exclusive Remedy.** The exclusive remedy for breach of warranty is to fix or repair the Software promptly upon notice at Licensor's expense.

9.6 **Exclusion of Warranty Cover.** The Licensor shall not be obligated to remedy or fix the Software if the breach of warranty arises from or is in connection with the following: a) modifications, alterations or improper use of the Software by Licensee or any person other than Licensor; b) a breach of the Agreement by the Licensee; c) errors, defects, modifications or any other cause attributable to Licensee or third-party Software, components or hardware to which the Software is linked.

10. **Support and Service Levels.**

10.1 **General.** Licensor shall provide maintenance and support services as described in this Section 10 and on Attachment A. Maintenance and support shall include both the Software and the Deliverables.

10.2 **Updates and Upgrades.** Licensor will make available to Licensee any Updates or Upgrades of the Software as soon as such Updates and Upgrades are available at no extra charge for a one-year period from the date of the initial purchase of the License. "Updates" mean corrections or improvements relating to the existing features and functionality of the Software (such as bug fixes) and any technically feasible changes necessary to enable the Software to operate in conjunction with new versions or releases of the operating system Software used by Licensee; "Upgrades" mean releases of the Software that incorporate new features or functionality. Licensee shall have the option of refusing any Update or Upgrade. Deliverables that interface or are combined with the Software shall be updated or upgraded by Licensor so that they both (i) remain compatible with and (ii) properly interface and function with the most recent version of the Software.

10.3 **Support.** Telephone and e-mail support will be made available by Licensor between the hours of 9:00 AM – 5:00 PM, Central Time, Monday through Friday.

11. **Confidentiality and Data Ownership.**

11.1 All information, whether oral or written or via computer disk or electronic media, to which a party is given access, or which is made available to a party is referred to hereinafter as "Confidential Information." Confidential Information shall include, without

limitation, all technology, know-how, processes, Software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and information about or from a party's vendors or employees whether received before or after the date hereof. Confidential Information also includes all customer and consumer information, and information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, and any other information that is deemed to be nonpublic personal information or personally identifiable information under Title V of the Gramm-Leach-Bliley Act, Section 628 of the Fair Credit Reporting act, Section 216 of the Fair and Accurate Credit Transactions Act, the Health Insurance Portability and Accountability Act (HIPAA), the Children's Online Privacy Protection Act and any implementing regulations or guidelines adopted under any of these laws whether received before or after the date hereof, and any other information protected under applicable privacy or data security laws or regulations ("Personal Information"). For purposes of defining the Confidential Information of Licensee pursuant to this Section 7.1, "Licensee" also includes any parent, subsidiary or affiliate of Licensee. Personal Information is a subset of Confidential Information. Under no circumstances will Licensee's Confidential Information (whether stored electronically or in hard copy format) be directly or indirectly transmitted to, stored or accessed by Licensor or its agents, affiliates or subcontractors from any location that is not subject to the laws and jurisdiction of the United States of America without the prior written consent of Licensee.

11.2 Except as expressly provided below or with the disclosing party's prior written consent, the receiving party agrees: (i) to hold all Confidential Information of the disclosing party in confidence, (ii) that it will not disclose any Confidential Information of the disclosing party to any third party, and (iii) that it will not use any Confidential Information for purposes other than the license of the Software, performance of the Ancillary or Transition Services or provision of the Deliverables. Licensor agrees to comply with all laws and regulations that are applicable to Personal Information, and, to the extent applicable to Licensor's activities, all industry standards that apply to Personal Information. Licensor shall have adequate and appropriate physical measures, policies and procedures to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the disclosing party or its customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. Licensor shall notify Licensee immediately if there is any unauthorized disclosure of the Confidential Information or any unauthorized access to any computer network or system containing the Confidential Information (collectively, "Security Incidents"). Licensor shall promptly take all steps necessary to mitigate the damages caused by any Security Incidents.

11.3 With the exception of Personal Information, which shall be protected in all circumstances, it is understood and agreed that no information shall be deemed to be Confidential Information to the extent it: (i) is or becomes publicly available through no fault of the receiving party; (ii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

12. Limitations on Liability.

Neither Licensor nor Licensee will be liable (under any theory or circumstance) for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages. Licensor's or Licensee's aggregate liability for any claim arising out of or related to this Agreement, including but not limited to Breach of Warranty, Breach of Contract, Negligence or otherwise shall be limited to Direct Damages and in an amount not to exceed the amount of the Licensor's Fee that was paid to Licensor in the twelve-month period immediately preceding the claim.

13. Notices.

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, or if sent by facsimile transmission with confirmation of delivery, to the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To the Licensee:

With a copy to:

Glen Franchi – Global Director

Signature -

Date -

To the Licensor:

Signature -

Date -

14. Miscellaneous.

14.1 Waiver; Enforceability. No delay or failure on the part of either party to exercise any right or power arising hereunder will act as a waiver of such right. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions shall not be affected or impaired.

14.2 Entire Agreement. This Agreement supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter contained herein. This Agreement may only be amended by a writing that is signed by each party.

14.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois. Licensee hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Illinois. Licensee and Licensor agree that the venue provided above is the most convenient forum for both the Licensee and the Licensor, and Licensee waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

LICENSOR

By: _____

Its: _____

LICENSEE

By: _____

Its: _____

ATTACHMENT A
Description of Software
Fees and Payment Terms
Ancillary Services

1. DESCRIPTION OF THE SERVICES:

Licensors shall provide a customized virtual tour of Licensee's specified location along with all requisite Software for the tour to be viewed by online consumers ("Tour").

2. SERVICES PRICING AND PAYMENT TERMS:

The price of Licensee's virtual tour will be dependent on the scope and size of the tour. Licensors will require a payment of \$25,000 to fulfill outstanding balance. Licensee shall also enter into a three-year contract ("Contract") with Licensors. This Contract shall automatically renew each year ("Automatic Renewal") unless Licensee provides Licensors with a 30-day advance termination notice prior to the Automatic Renewal. Licensee shall pay a development fee in the amount of \$50-\$100/hour for any edits outside scope of outstanding balance.

All areas that Licensee requests to be included in the Tour must be accessible to Licensors's photographer and "shoot ready" on the day of Licensee's scheduled appointment. Licensee will be subject to an additional fee if the Licensors's photographer has to make any additional visits to complete the Tour, if due to no fault of Licensors.

In the event that Licensee needs to cancel or reschedule the scheduled appointment with Licensors's photographer, Licensee must provide a minimum 48-hour advance notice to Licensors or will be subject to a cancellation fee in the amount of \$995.00 ("Cancellation Fee"). If weather necessitates rescheduling the appointment, the Cancellation Fee will not apply.

3. DESCRIPTION OF ANCILLARY SERVICES AND PAYMENT TERMS:

Licensors shall provide all necessary maintenance and hosting for Licensee's Tour. The fee for these services shall be included in Licensee's Yearly Fee. Any additional photos requested by Licensee after Licensors completes the initial Tour shall be provided at an additional cost to Licensee and is not included in Licensee's Yearly Fee.

Licensee:

Glen Franchi – Global Director

Signature -

Date -

Licensor:

Signature -

Date -

**AGENDA ITEM #XI-D-4
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD**

**PAYMENT OF BILLS AND AGENCY FUND REPORT
SEPTEMBER 2023**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the September 2023 bills, including Board travel.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 359836 through 360268 amounting to \$923,697.60, Automated Clearing House (ACH) debits W0000646 through W0000647 amounting to \$65,616.16, and Electronic Refunds of \$54,963.86, with 9 adjustments of \$6,181.80, such warrants amounting to \$1,038,095.82. Transfers of funds for payroll amounted to \$664,443.26.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$65,616.16. Electronic Refunds are issued to students.

BOARD ACTION: _____

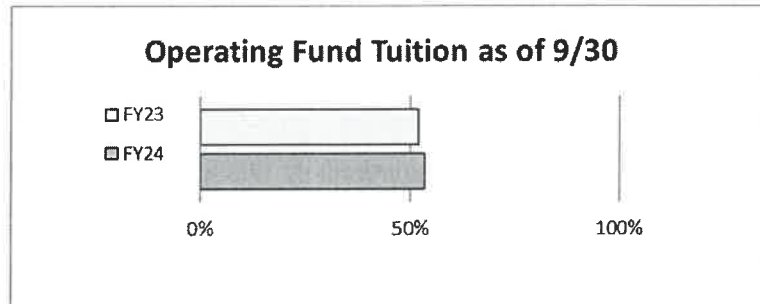
**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, September 30, 2023**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$355,174.24	\$1,250.00	\$0.00	\$356,424.24
FIFTH THIRD	8,508.40	0.00	0.00	8,508.40
UNION SAVINGS BANK	176,469.08	825.60	0.00	177,294.68
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TOTAL ASSETS	\$540,151.72	\$2,075.60	\$0.00	\$542,227.32
<hr style="border-top: 3px double black;"/>				
1010 HCC ORCHESTRA				
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR				
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	65,074.89			65,074.89
1017 HCC ROAD AND LOT	112,651.85			112,651.85
1018 YMCA ROAD AND LOT	98,901.38	416.66		99,318.04
1019 YMCA BLDG/MAINT	72,445.56	833.34		73,278.90
1020 HCC BLDG/MAINT	81,867.78			81,867.78
1021 YMCA/HCC INTEREST	100,701.86	825.60		101,527.46
1022 HCC SECTION 125 PLAN	8,508.40			8,508.40
1023 Ic3SP CAREER SERVICES	0.00			0.00
<hr style="border-top: 1px dashed black;"/>				
TOTAL	\$540,151.72	\$2,075.60	\$0.00	\$542,227.32
<hr style="border-top: 3px double black;"/>				

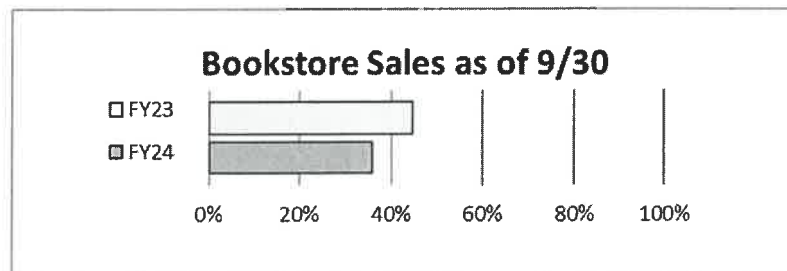
**AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24**

**TREASURER’S REPORT
STATEMENTS OF REVENUE, EXPENDITURES &
CHANGES IN FUND BALANCE
(Cash basis, encumbrances included.)**

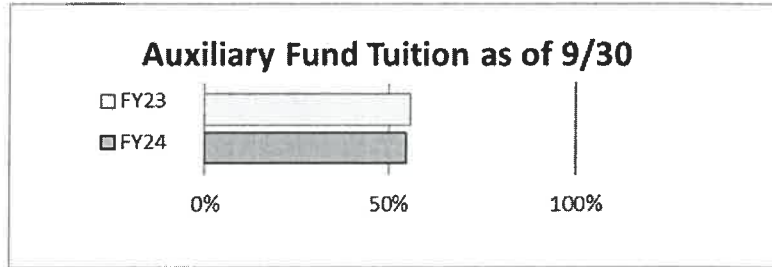
- As of September 30th, we are 25% of the way into FY24.
- The FY24 reports have been updated to include the permanent budget amounts.
- Local tax payments have been received from the County Treasurers’ offices, as reflected in the “local taxes” line items in the funds for which we levy.
- **Current Results as of Month End:** The following chart shows the comparison of the FY23 Operating Funds tuition revenue results to FY24 results as of September 30th. The FY23 bar is the year-to-date results as of September 30, 2022, divided by the actual year end results for FY23. The FY24 bar is the year-to-date results for September 30, 2023, divided by the annual budgeted amount for FY24.



- Tuition revenue appears to be in line with the amount anticipated at this point in time.



- Bookstore sales appear to be about 9% lower than anticipated at this point in time. If bookstore sales are 9% lower than budgeted for the fiscal year, that amounts to about \$40,000.



- Auxiliary Fund tuition revenue appears to be about 1% below the amount anticipated at this point in time. If Auxiliary Fund tuition revenue is 1% lower than budgeted for the fiscal year, that amounts to about \$5,000.

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE
FY24

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$7,829,778	2,938,940	37.5%
Credit Hour Grants	1,441,684	379,116	26.3%
Equalization	50,000	12,500	25.0%
ICCB Career/Tech Education	136,719	-	0.0%
ICCB Performance	30,000	-	0.0%
CPP Replacement Tax	965,000	211,592	21.9%
Federal Sources	123,000	26,226	21.3%
Tuition & Fees	5,000,000	2,671,537	53.4%
Sales & Services	29,950	6,035	20.2%
Facilities Revenue	111,850	27,141	24.3%
Interest on Investments	235,000	104,220	44.3%
Non-Govt. Gifts, Grants	361,983	-	0.0%
Miscellaneous	39,226	15,490	39.5%

Total Revenue	\$16,354,190	\$6,392,797	39.1%

<u>EXPENDITURES:</u>			
Salaries	\$10,339,130	\$2,274,699	22.0%
Employee Benefits	2,408,870	756,272	31.4%
Contractual Services	1,578,893	517,105	32.8%
Materials & Supplies	1,033,210	356,937	34.5%
Conference & Meeting	290,000	55,567	19.2%
Fixed Charges	78,030	42,314	54.2%
Utilities	764,991	709,941	92.8%
Capital Outlay	48,038	5,182	10.8%
Other Expenditures	270,028	152,209	56.4%
Transfers (In) Out	(457,000)	-	0.0%

Total Expenditures	\$16,354,190	\$4,870,226	29.8%
Excess of Revenues Over Expenditures	\$0	\$1,522,571	
Fund Balance 7/1/23	7,232,750	7,232,750	

Fund Balance 9/30/23	\$7,232,750	\$8,755,321	

AGENDA ITEM #XII-A
 OCTOBER 24, 2023
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY24

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended September 30, 2023

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,100,000	\$387,086	35.2%
Interest	-	72,531	-
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Total Revenue	\$1,100,000	\$459,617	41.8%
EXPENDITURES:			

Contractual Services	61,800	84,185	136.2%
Capital Outlay	10,313,196	1,483,662	14.4%
-----	-----	-----	-----
Total Expenditures	10,374,996	1,567,847	15.1%
Excess of Revenues Over Expenditures	(\$9,274,996)	(\$1,108,230)	
Fund Balance 7/1/23	\$10,551,632	\$10,551,632	
-----	-----	-----	
Fund Balance 9/30/23	\$1,276,636	\$9,443,402	

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24

AUXILIARY ENTERPRISE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Tuition and Fees	\$475,000	\$259,008	54.5%
Bookstore Sales	480,100	172,469	35.9%
Athletics	48,410	8,250.00	17.0%
Other	108,605	37,179	34.2%
	-----	-----	-----
Total Revenue	\$1,112,115	\$476,906	42.9%
EXPENDITURES:			

Salaries	\$332,881	\$96,090	28.9%
Employee Benefits	22,001	10,365	47.1%
Contractual Services	115,030	16,816	14.6%
Materials & Supplies	618,830	298,615	48.3%
Conference & Meeting	364,475	91,870	25.2%
Fixed Charges	24,644	1,304	5.3%
Utilities	840	650	77.4%
Capital Outlay	20,007	5,838	29.2%
Other Expenditures	24,170	14,516	60.1%
Transfers	(60,000)	-	-
	-----	-----	-----
Total Expenditures	\$1,462,878	\$536,064	36.6%
Excess of Revenues Over Expenditures	(\$350,763)	(\$59,158)	
Fund Balance 7/1/23	\$1,237,676	\$1,237,676	
	-----	-----	
Fund Balance 9/30/23	\$886,913	\$1,178,518	

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24

RESTRICTED PURPOSE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$158,765	-	0.0%
Adult Education	247,455	12,936	5.2%
Other Illinois Sources	596,064	83,973	14.1%
Department of Education	3,835,339	521,180	13.6%
Other Federal Sources	711,303	-	0.0%
Tuition & Fees	645,000	351,864	54.6%
Sales & Service Fees	34,300	-	0.0%
Interest	20,000	4,364	21.8%
Non-govt. Gifts, Grants	879,500	30,000	3.4%
Other	328,417	2,440	0.7%
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Total Revenue	\$7,456,143	1,006,757	13.5%
<u>EXPENDITURES:</u>			
Salaries	\$1,603,030	\$453,198	28.3%
Employee Benefits	426,880	140,316	32.9%
Contractual Services	1,325,588	426,256	32.2%
Materials & Supplies	390,522	123,507	31.6%
Conference & Meeting	182,395	40,079	22.0%
Fixed Charges	26,608	-	0.0%
Utilities	4,872	-	0.0%
Capital Outlay	1,412,085	264,980	18.8%
Other Expenditures	520,375	80,332	15.4%
Financial Aid	2,438,010	373,371	15.3%
Transfers out (in)	402,000	-	0.0%
	-----	-----	-----
Total Expenditures	\$8,732,365	\$1,902,039	21.8%
Excess of Expenditures Over Revenue	(\$1,276,222)	(\$895,282)	
Fund Balance 7/1/23	2,085,366	2,085,366	
	-----	-----	
Fund Balance 9/30/23	\$809,144	\$1,190,084	

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24

AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

REVENUE:	Tentative Budget	Year to-Date	Percent
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Local Taxes	\$71,000	\$26,392	37.2%
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Total Revenue	\$71,000	\$26,392	37.2%
EXPENDITURES:			

Contractual Services	\$70,375	\$72,875	103.6%
	-----	-----	-----
Total Expenditures	\$70,375	\$72,875	103.6%
Excess of Revenues Over Expenditures	\$625	(\$46,483)	
Fund Balance 7/1/23	\$2,166	\$2,166	
	-----	-----	
Fund Balance 9/30/23	\$2,791	(\$44,317)	

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24

BOND AND INTEREST FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$1,419,750	712,174	50.2%
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Total Revenue	\$1,419,750	712,174	50.2%
EXPENDITURES:			

Fixed Charges	\$1,982,050	-	0.0%
	-----	-----	-----
Total Expenditures	\$1,982,050	\$0	0.0%
Excess of Revenues Over Expenditures	(\$562,300)	\$712,174	
Fund Balance 7/1/23	\$949,496	\$949,496	
	-----	-----	
Fund Balance 9/30/23	\$387,196	\$1,661,670	

AGENDA ITEM #XII-A
OCTOBER 24, 2023
HIGHLAND COMMUNITY COLLEGE BOARD
FY24

LIABILITY, PROTECTION, AND SETTLEMENT FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2023

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$1,395,000	\$539,985	38.7%
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Total Revenue	\$1,395,000	\$539,985	38.7%
EXPENDITURES:			

Salaries	\$348,778	\$86,176	24.7%
Employee Benefits	313,459	117,219	37.4%
Contractual Services	392,925	70,483	17.9%
Materials & Supplies	16,300	8,453	51.9%
Conference & Meetings	31,825	284,822	895.0%
Fixed Charges	278,952	22,672	8.1%
Utilities	25,000	-	0.0%
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Total Expenditures	\$1,407,239	\$589,825	41.9%
Excess of Revenues Over Expenditures	(\$12,239)	(\$49,840)	
Fund Balance 7/1/23	\$489,153	\$489,153	
	-----	-----	
Fund Balance 9/30/23	\$476,914	\$439,313	