



**Highland Community College Board of Trustees
Retreat Agenda
June 25, 2024 – 12:30 p.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois**

Public access to the meeting is provided online via
<https://highland.zoom.us/j/88320472535?pwd=SmdzVjE3cDRVenFlaFBYRm5sV2VlQT09>
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. CLOSED SESSION

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

VI. ACTION, IF NECESSARY

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

VII. ADMINISTRATIVE UPDATES

- A. Budget Update
- B. Salary Increases for Administrative, Professional, and Classified Nonunion Staff
- C. Implementation of Compensation Range Progression and Salary Adjustments
- D. Institutional Vision for Equity Related to Diversity, Equity, Inclusion, and Belonging (DEIB) Definitions

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.

VIII. MAIN MOTIONS (ACTION)

A. Academic (None)

B. Administration

1. Second Reading – Revised Policy 1.111: Board Member Attendance by a Means Other Than Physical Presence (Page 1)
2. Second Reading – New Policy 3.072: Medical Withdraw (Page 3)
3. Second Reading – New Policy 3.40: Disability Services Documentation (Page 5)
4. Second Reading – Revised Policy 5.23: Technology Acceptable Use (Page 7)
5. Second Reading – New Policy 5.231: Password Controls (Page 15)
6. Second Reading – Revised Policy Appendix: Information Technology Acceptable Use Guidelines (Page 18)

C. Personnel

1. Revised Job Description: Dean, Humanities, Social Sciences, and Fine Arts (Page 27)
2. Revised Job Description: Financial Aid Specialist II (Page 31)
3. Compensation Adjustment: Vice President/CSSO, Student Development and Support Services (Page 34)
4. Compensation Adjustment: Head Coach/Coordinator, Athletic Operations (Page 35)
5. Compensation Adjustment: Technical Coordinator, Fine Arts/Theatre Technical Director (Page 36)
6. Compensation Adjustment: Director, Information Technology Services (Page 37)
7. Approval of Salary Increases for Eligible Administrative, Professional, and Classified Non-union Staff (Handout)
8. Implementation of Compensation Range Progression and Salary Adjustments (Handout)
9. Appointment: Agriculture Instructor (Handout)

D. Financial

1. University of Illinois Extension – Stephenson County Lease Agreement (Page 38)
2. Intercollegiate Athletic Insurance (Page 57)
3. Property and Liability Insurance (Page 58)
4. Use of Agency Fund for Sports Center Repairs and Replacements (Page 59)
5. Acceptance of Bid: New Agriculture Pump House (Page 60)
6. Family YMCA of Northwest Illinois Child Care and Training Center Lease Agreement (Page 63)

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.

- IX. BOARD UPDATES**
- X. OLD BUSINESS**
- XI. NEW BUSINESS**
- XII. 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-B-1
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 1.111
BOARD MEMBER ATTENDANCE BY A MEANS OTHER THAN
PHYSICAL PRESENCE**

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

BACKGROUND: The Illinois Open Meetings Act (5 ILCS 120/7) was recently updated to include that a member of a public body may now attend a meeting by means other than in person (i.e., video or audio conference) due to unexpected childcare obligations. In order for the Board to permit a trustee to attend electronically due to unexpected childcare obligations, the policy must be updated to include this reason.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

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

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

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

**AGENDA ITEM #VIII-B-2
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – NEW POLICY 3.072
MEDICAL WITHDRAW**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 3.072, Medical Withdraw, which is proposed for inclusion in Chapter III, Student, of the policy manual.

BACKGROUND: This policy outlines the process and requirements for students to request a medical withdrawal from their classes due to an extended medical or family emergency. This is a longstanding procedure and is recommended to be placed in the policy manual to ensure the process is documented and accessible.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

3.072 Medical Withdraw (Adopted)

Students who are unable to participate in their classes for an extended period of time due to a medical or family emergency may request a medical withdraw. Requests for medical withdraws should be made to the director of enrollment and records through a written request explaining the circumstances accompanied by documentation from a physician or medical institution to verify the medical condition, date of onset, and estimated length of treatment that interferes with attending and completing classes and assignments. Retroactive withdraws will be considered until the end of the fall or spring semester following the semester for which the medical/administrative withdraw is being requested.

Students granted a medical withdraw may receive a grade of AW (Administrative Withdrawal) which carries no academic penalty and is not used in the calculation of the student's grade point average. Administrative Withdraw is considered for all courses in a given semester and is not usually granted for select courses. Students will receive written notification of the decision from the Admissions and Records Office.

**AGENDA ITEM #VIII-B-3
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – NEW POLICY 3.40
DISABILITY SERVICES DOCUMENTATION**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 3.40, Disability Services Documentation, which is proposed for inclusion in Chapter III, Student, of the policy manual.

BACKGROUND: This policy is required by the Removing Barriers to Higher Education Success Act and is effective immediately.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

3.40 Disability Services Documentation (Adopted)

In accordance with 110 ILCS195/1 Removing Barriers to Higher Education Success Act, documentation of disability is required of all students registering with Disability Services at Highland Community College. It is the responsibility of the student to provide information which verifies their condition meets the definition of a disability as defined by laws such as Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the ADAAA of 2008. Student accommodation requests for disability services and accommodations will be considered on an individual, case-by-case basis through an interactive process. The College will determine if the recommendations are reasonable and appropriate for each student. In accordance with federal and state law, additional documentation may be required as outlined in the procedural handbook. Disability documentation is maintained by Disability Services separate from academic records.

The following documentation is sufficient to establish that an enrolled or admitted student is an individual with a disability:

- Documentation of an Individualized Education Program (IEP) in effect immediately prior to exiting high school.
- Documentation of services or accommodations provided under a Section 504 Plan provided to the individual pursuant to Section 504 immediately prior to exiting high school.
- Documentation of a plan or record of service from a private school, a local educational agency (LEA), a State educational agency, or an institution of higher education provided under a Section 504 plan.
- A record or evaluation from a relevant licensed professional finding that the individual has a disability.
- A plan or record of disability from another institution of higher education.
- Documentation of a disability due to military service in the uniformed services.

**AGENDA ITEM #VIII-B-4
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY 5.23
TECHNOLOGY ACCEPTABLE USE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading revised policy 5.23, Technology Acceptable Use, which is included in Chapter IV, Finance and Facilities, of the policy manual.

BACKGROUND: The recommended changes address regulatory and audit requirements for the inclusion of technology use and security provisions in College policy. This language has been updated and transferred from the policy Appendix Information Technology Services Acceptable Use Guidelines to be included in a more succinct and easily identifiable location.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

5.23 Technology Acceptable Use (Revised)

A. Scope:

1. This policy defines the acceptable use of computing resources owned, operated, and managed by Highland Community College. This policy applies to all persons accessing or using Highland's technology resources, including all employees, students, affiliates, volunteers, or visitors at the College, hereafter referred to as users. This policy is included in the Student Code of Conduct.

B. Policy:

1. In order to promote excellent information and network security posture for Highland Community College, users must comply with institutional and external standards for appropriate use, whether on campus or from remote locations.
2. The purpose of this policy is to outline the acceptable use of computing resources and any information maintained in any form and any medium within the College's computing resources and explain violations of acceptable use. Additionally, all creation, processing, communication, distribution, storage, and disposal of information by any combination of college resources and non-college resources are covered by this policy, which supplements all applicable College policies, including harassment, patent and copyright, student and employee disciplinary policies, and FERPA, as well as applicable federal and state laws.
3. Highland Community College values the privacy rights of all individuals using its computing resources. As a usual business practice, Highland does not routinely monitor individual usage of its computing resources. Nonetheless, users should be aware that all computing resources are the property of Highland. As such, the college may access and monitor computing resources and any information stored on or transmitted through those computing resources, for legitimate business purposes including, but not limited to, system monitoring and maintenance, complying with legal requirements, police investigations, investigating security incidents, and administering this or other Highland policies. Further, to protect systems on the Highland network, the college may, without prior notice if deemed necessary, remove compromised devices from the network, block malicious traffic from entering the network, and prohibit devices within Highland's network from connecting to known malicious outside entities.

C. User Accounts:

1. The use of Highland's computer systems and network requires that the College issue a user account. Every computer user account issued by Highland is the responsibility of the person whose name it is issued. Users are responsible for any activity originating from their accounts that which they can reasonably be expected to control.

Under any circumstances, accounts and passwords may not be used by persons other than those to whom the Highland Network Administrator has assigned them. In cases when unauthorized use of accounts or resources is detected or suspected, the account owner should change the password and report the incident.

2. College recognized clubs and student organizations may be issued a user account. Club advisors shall designate a particular person(s) (e.g., club president) authorized to act on behalf of the club or organization. This person(s) is responsible for all activity on the account and will be subject to College disciplinary procedures for misuse.
3. The college employs various measures to protect the security of its computing resources and its user's accounts. Users should be aware, however, that the college cannot guarantee security and confidentiality. Users should therefore engage in "safe computing" practices using long complex passphrases, employing Multi-Factor Authentication, and guarding their passwords and MFA methods.

D. User Responsibilities:

Users of Highland Community College's technology resources have a shared responsibility with the College's Information Technology Services staff to maintain the integrity of systems, services, and information.

1. User responsibilities include:

- a. ~~To use the College's technology resources responsibly, only for college business purposes, and consistent with the terms of this policy. All college business is to be conducted on college-owned or through college contracted (delete and replace with provided?) services. User's personal activities need to use non-Highland accounts, email accounts, data storage, and devices.~~ To use the College's technology resources responsibly and consistent with the terms of this policy. Users acknowledge college-owned devices and college-contracted services are to be primarily used for college business, and any incidental non-business use will be included in the college's data retention schedule and subject to college FOIA requests.
- b. To access only files and data that the user owns, that are publicly available, or to which the user has been given authorized access by the data owner.
- c. To use only legal versions of copyrighted software in compliance with vendor license agreements.
- d. To comply with College, federal, state, and local regulations regarding access and use of information resources (e.g., College policies regarding the sensitive information and dissemination of information outside the campus, Federal

Copyright Act, The Family Education Rights and Privacy Act, Gramm-Leach-Bliley Act, Red Flag, HIPAA, codes of professional responsibility, etc.).

e. To keep technology accounts (computer, network, and application) secure:

1. Lock Highland devices when leaving unattended.
2. ~~Do not share personal credentials or privileges with others. Access to personal technology resources is not transferable.~~ Access to technology resources is not transferable. Usernames, passwords, or privileges are not to be shared with others, unless specified in Highland's Password Policy.
3. Report suspected unauthorized access to a supervisor or the Information Technology Services department.
4. Allow all ITS Department software and security patches to install.

a. ~~f~~ To keep all institutional data in safe-keeping. Specifically, information containing any personally identifiable information (PII) or data of students, staff or others should not leave the institution in a digitally unsecured method and should always be stored on the college's network (H: and G:) storage drives.

g. To ensure digital content is compliant with other College policies, copyright laws, and applicable local, state, federal laws (including, but not limited to: Americans with Disabilities Act and Web Content Accessibility Guidelines 2.0). Published digital content is not to be used for commercial purposes or for activities not related to the purposes of the College, without written authorization from the College.

h. To inform the ITS department when planning for a new service, or when changing an existing college service or function. The only exceptions are if the service or function do not, in any way, interface with technology.

i. No user shall seek to hold Highland Community College liable for damage resulting from unauthorized interception, use, misuse, damage or destruction of information resources. Each authorized user shall hold Highland Community College harmless and indemnify it for any expense or loss caused by their own unauthorized interception, use, misuse, damage, or destruction of information resources, or by their violation of this policy.

2. Violations of this Policy include, but are not limited to:

- a. Illegal Use - Using computing resources to upload, download, transmit, post, or store any material or data that, intentionally or unintentionally, violates any applicable local, state, national or international law, or violates the rules, policies, or procedures of the College or any college department is prohibited. Transmitting, uploading, downloading, or storing any material that infringes upon an existing copyright, trademark, patent, trade secret, or other legal right using

computing resources is also prohibited.

- b. Threats or Harassment - Using computing resources to transmit material or data that causes or encourages physical or intellectual abuse, damage, or destruction of property, or that knowingly causes or encourages harassment, explicit or implied, is prohibited.
- c. Transferring of Use – Permission to use computing resources is granted to individuals and may not be transferred to others. Sharing of a personal username/password assigned to an individual is expressly prohibited. Use of another user's ID or seeking to access another user's account is prohibited. Similarly, individuals may not use their user credentials to provide access to Highland's wireless network to other individuals. The following will be considered theft of services.
 - 1. Acquiring a username in another person's name.
 - 2. Using a username without the explicit permission of the owner and Information Technology Services.
 - 3. Allowing one's username to be used by another person without the explicit permission of Highland's ITS department.
 - 4. Using former system and access privileges after association with Highland has ended.
- d. Malicious Content - Use of Highland computing and messaging systems to transmit any material which contains malicious content, such as malware or phishing scams, or any other content that may damage computer systems or collect or misuse personal information is prohibited.
- e. Intercepting Communications - Using packet sniffers, password capture applications, keystroke loggers, and other tools that perform similar behavior or any form of network wiretapping on computing resources is prohibited. Using such tools to diagnose, analyze, or mitigate ongoing service issues or security violations may be permitted when conducted by authorized personnel.
- f. Forgery or Impersonation - Falsifying or removing identifying information on computing resources with intent to deceive, defraud, or misguide is prohibited. Impersonation of other persons or groups with the intent to harm is prohibited. Unauthorized use of the College's registered Internet domain name(s) is also prohibited.
- g. Unauthorized Access or Penetration Attempts (i.e., "hacking") - Unauthorized access or penetration attempts of Highland computing resources, or a remote entity using Highland computing resources, are prohibited. Users must not use computing resources to impair or damage the operations of any computers, networks, terminals, or peripherals.

- h. Service Interruptions - Using computing resources to permit or promote activity that adversely affects the integrity or performance of computing resources is prohibited. Denial of service attacks, forged packet transmission, and similar actions may be permitted when conducted by authorized College personnel.
- i. Circumvention of controls – Deliberately circumventing security controls or exploiting vulnerabilities at Highland or any other network from Highland equipment or network is prohibited. Gaining access by exceeding the limits of assigned authorization is likewise prohibited. Users shall not develop or use procedures to alter or avoid the accounting and monitoring of the use of computing facilities. For example, users may not utilize facilities anonymously or by using an alias. They may not send messages, mail, or print files that do not show the correct username of the user performing the operation.
- j. Excessive or Unreasonable Use - Users shall not use information technology resources to excess. Excessive use of information technology resources by a particular user or for a particular activity reduces the amount of resources available to satisfy the needs of other users. Excessive use may degrade or jeopardize system functionality and result in significant costs to the college. Some examples of excess use may include writing a program or script or using an Internet bot to perform a repetitive task such as attempting to register for a class or purchasing event tickets online.
- k. Fraudulent Activity - Using computing resources to transmit material or communications to promote a financial scam or wrongdoing is prohibited.
- l. Creation, interference with, or transmission of Wireless Signals – Creation of new wireless network requires explicit permission of Highland's ITS department. Interfering with Highland's wireless networks or attaching a device to transmit a Highland network is strictly prohibited.
- m. Personal Gain - Computing resources are not to be used for commercial purposes or personal financial or other gains.
- n. Abuse of communication systems - Sending unsolicited messages, which in the College's judgment, is disruptive to system resources or generates a significant number of user complaints is prohibited. This includes using any college communication system (email, text, app, or phone calls) to send spam, bulk, or malicious messages, including commercial advertising, political tracts, or other inappropriate use of system distribution lists. Bulk messaging should not be the venue for any all-campus conversations.
- o. Institutional Image - Unless resources are used to meet the College's purpose, to support our educational and community values, and/or to support our programs

and initiatives, users are prohibited from accessing, submitting, publishing, displaying, or posting any defamatory, inaccurate, abusive, obscene, profane, sexually oriented or explicit, threatening, racially offensive, harassing, or illegal material.

p. Abuse of incidental personal use - Incidental personal use must not:

1. Be illegal.
2. Interfere with a Highland employee's job responsibilities/work.
3. Interfere with the legitimate education and business purposes of Highland.
4. Result in any measurable cost to the College.
5. Adversely affect the availability, integrity, or reliability of Highland IT systems or cause harm to the activities of others using the IT systems.
6. Violate this policy or other College policies.
7. Be inconsistent with the College's status as a state entity and its non-profit, tax-exempt status.

q. Physical Security - Unauthorized access to, destruction, extension, or alteration of, theft, damage, or tampering of any physical computing resources, including computer workstations, kiosks, card swipes, printers, audio-visual equipment, telephone/fax equipment, classroom equipment, or wiring closets is prohibited. This applies to all network wiring, hardware, and in-room jacks. Users shall not use the network to provide Internet access to anyone outside of the College community for any purpose other than those that are in direct support of the academic mission of the College.

E. Reporting & Enforcement:

1. Violations of this Policy may be reported through one's supervisor, the Highland ITS Service Desk, or as otherwise permitted through College policy.
2. The College may, without notice, disable or suspend access to the system as part of any routine maintenance or concern over the safety and security of the system.
3. Users who violate this policy may be denied access to college computing resources and may be subject to other penalties, including financial costs, and/or disciplinary action, including possible expulsion or dismissal. Alleged violations will be handled through the college disciplinary procedures applicable to the user. The college may suspend, block, or restrict access to an account, independent of such procedures, when it reasonably appears necessary to protect the integrity, security, or functionality of college or other computing resources or to protect the college from liability. The college may also refer suspected violations of applicable law to appropriate law enforcement agencies.

4. When Highland ITS becomes aware of a possible violation, an investigation will be initiated with relevant campus offices, such as the appropriate Vice President, Human Resources, and local authorities. Users are expected to cooperate fully in such investigations when requested.
5. To prevent further unauthorized activity during such an investigation, Highland ITS may suspend authorization for the use of all computing facilities for the user(s) involved in the violation.

~~The College will provide relevant access to and use of its technology resources, including computers, communication devices, software, and information technology, in form and function suitable and appropriate for the College environment. All technology resources provided by the College are to be used in accordance with the College's Acceptable Use Guidelines. All utilization of technology resources shall be in compliance with all applicable law and regulations, and shall be in compliance with College policy, College guidelines and College procedures. The College shall take reasonable measures to protect technological resources, and to assure the technology resources are used only for their intended purposes. The College retains control and supervision of all technology resources and reserves the right to monitor the use of technology resource activity by any user. No user shall have an expectation of privacy in his or her use of technology resources, including email messages and stored files.~~

~~A. The College shall develop and implement Acceptable Use Guidelines and procedures to ensure responsible use of the technology resources, to assure the security, reliability, integrity and availability of information, and to protect technology resources against accidental or unauthorized disclosure, and against unauthorized modification or destruction. Such guidelines and procedures shall be consistent with the academic freedom rights and responsibilities of faculty members, and shall make appropriate provisions for the protection of authorized proprietary research work product produced by faculty members. The Administration and Policy Review Committee shall review the Acceptable Use Guidelines and procedures annually and shall promptly inform the Board of Trustees and the users of the technology in the event of any significant changes to the guidelines not mandated by State or Federal law.~~

~~B. Student and visitor use of computer-based technology is outlined in the Student Code of Conduct. Faculty and staff use of computer-based technology is outlined by applicable Board Policy and/or contractual language.~~

**AGENDA ITEM #VIII-B-5
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – NEW POLICY 5.231
PASSWORD CONTROLS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading new policy 5.231, Password Controls, which is proposed for inclusion in Chapter IV, Finance and Facilities, of the policy manual.

BACKGROUND: The recommended changes address regulatory and audit requirements for the inclusion of password requirements and security provisions in College policy. This language has been updated and transferred from the policy Appendix Information Technology Services Acceptable Use Guidelines to be included in a more succinct and easily identifiable location.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

5.231 Password Controls (Adopted)

A. Scope:

1. This policy applies to anyone who has a Highland user account, including but not limited to: students, employees, volunteers, and consultants. This also applies to electronic devices and systems connected to the College's network including computers, network switches and routers, mobile devices, and laptop computers.

B. Policy:

1. This policy identifies the minimum password requirements needed to protect Highland Community College data and systems. The security of the College's data is highly dependent upon the secrecy and characteristics of the password. Compromised passwords can result in loss of data, denial of service for other users, or attacks directed at other Internet users from a compromised account. Compromised passwords can also result in the inappropriate disclosure of private data such as private student data, institutional data, and private employee data. To prevent unauthorized access to Highland's computer systems, users must practice proper password management. This includes:
 - Never sharing a personal Highland password with anyone. However, if ITS department supplied credentials for a shared account(s) are allocated, then only authorized users may know those credentials and their usage and storage be treated as personal credentials.
 - Never using a Highland password for personal accounts.
 - Passwords should never be written down and left in plain sight. If a password must be written down it should be stored in a secured location.
 - Passwords should never be stored electronically in plaintext. A password manager should be used to securely store passwords electronically.
 - All users must enroll their accounts in and use Multifactor Authentication (MFA) when configurable.
 - Users must secure workstations when they are away from them. Devices will be subject to lockouts for inactivity after 10 minutes.
 - Users must change their password if there is suspicion it has been compromised. Users must immediately report suspected password compromises by contacting the ITS Service Desk.
 - After multiple unsuccessful consecutive logon attempts (e.g., incorrect passwords) the user's account may become automatically locked. Users may need to contact the Service Desk for account unlocking.
 - Proper password management also applies to external hosted software used for College business. If password standards cannot be followed with a hosted service, contact the ITS Service Desk.

C. Standards:

1. Passwords must meet the following complexity requirements:
 - Must contain at least 12 characters.
 - Must contain 3 out of the following character types:
 - Uppercase letter
 - Lowercase letter
 - Number
 - Special character (e.g. !@#*&)
 - Must not contain the user's first name, middle name, last name, or username.
 - Must not match any of your recent previous passwords.

D. Reporting & Enforcement:

1. Violations of this Policy may be reported through one's supervisor, the Highland ITS Service Desk, or as otherwise permitted through College policy.
2. Users who violate this policy may be denied access to college computing resources and may be subject to other penalties and disciplinary action, including possible expulsion or dismissal. Alleged violations will be handled through the college disciplinary procedures applicable to the user. The college may suspend, block, or restrict access to an account, independent of such procedures, when it reasonably appears necessary to protect the integrity, security, or functionality of college or other computing resources or to protect the college from liability. The college may also refer suspected violations of applicable law to appropriate law enforcement agencies.
3. When Highland ITS becomes aware of a possible violation, an investigation will be initiated with relevant campus offices, such as the appropriate Vice President, Human Resources, and local authorities. Users are expected to cooperate fully in such investigations when requested.
4. To prevent further unauthorized activity during such an investigation, Highland ITS may suspend authorization for the use of all computing facilities for the user(s) involved in the violation.

**AGENDA ITEM #VIII-B-6
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – REVISED POLICY APPENDIX
INFORMATION TECHNOLOGY ACCEPTABLE USE GUIDELINES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for second reading revised policy appendix, Information Technology Services Acceptable Use Guidelines, which is included in appendix, of the policy manual.

BACKGROUND: The recommended changes address regulatory and audit requirements for the inclusion of technology use and security provisions in College policy. This language has been updated and transferred to revised policy 5.23 Technology Acceptable Use to be included in a more succinct and easily identifiable location.

No additions or revisions have been made since trustees approved the first reading at their May 21, 2024, regular meeting.

BOARD ACTION: _____

Highland Community College Information Technology Services Acceptable Use Guidelines Updated 2020

Highland Community College provides technology resources to meet the College's purpose, to support our educational and community values, programs and initiatives. Highland Community College's Information Technology Services organization's goal is to provide high-quality services to the campus community. To ensure that our high standards are met, we have certain expectations regarding the use of technology resources at the College.

Access to Highland Community College technology resources—computing facilities, network services, servers, equipment, software, applications, information resources, printing and scanning services, and user and technical support provided by Information Technology Services staff—is a privilege, not a right. This privilege is extended to all users—faculty, staff, students, trustees, alumni/ae, affiliated individuals and organizations, partner non-profits, guests, and Pre-K-12 schools. Accepting access to this technology carries an associated expectation of responsible and acceptable use.

This "Acceptable Use Guidelines" document describes activities that Highland Community College considers acceptable use, as well as violations of use, of technology resources. The examples listed are not exhaustive and may change from time to time as technology and applications change. The examples are provided solely for guidance to users. If you are unsure whether any use or action is permitted, please contact the Director, Information Technology Services for assistance at 815-599-3480.

While there are cases in which the use of technology resources is deemed not responsible or not acceptable, there are also more serious cases in which technology resources are used in the conduct of behaviors which violate College policies, code of conduct, or local, state, or federal law. Though the use of technology resources is the focus of this document, members of the Highland Community College community and others using Highland Community College's technology resources are advised that use may also be governed by other College policies including but not limited to those in the student handbook, College catalog, and other policies governing academic, student life, or personnel matters at the College or agreements between the College and affiliated organizations. Highland Community College's technology and information resources are not to be used for commercial purposes or non-College related activities without written authorization from the officer(s) of the College that have been so designated (contact the Director, Information Technology Services for further information).

Highland Community College reserves the right to enforce applicable penalties in accordance with College policies, code of conduct, or local, state, or federal law and/or immediately terminate access to College systems and network services to any user in cases where technology resources have been used in a manner that is disruptive or is otherwise believed to be in violation of "acceptable use" or other College policies or law. The College will act in accordance with the provisions of the Digital Millennium Copyright Act in the event of notification of alleged copyright infringement by any user.

The College retains control, custody and supervision of all College-provided computer technology. To ensure proper network performance and security, as well as appropriate use, authorized Information Technology Services staff may monitor and record user activity. No user shall have expectations of privacy in their use of computer technology, including e-mail messages and stored files.

Although Highland Community College takes measures to safeguard integrity and confidentiality, it in no way guarantees the safety or security of information resources. Highland Community College disclaims liability for the unauthorized interception, use, misuse, damage or destruction of information resources. No student, faculty member, staff member, or authorized user shall seek to hold Highland Community College liable for damage resulting from unauthorized interception, use, misuse, damage or destruction of information resources. Each authorized user shall hold Highland Community College harmless and indemnify it for any expense or loss caused by his/her own unauthorized interception, use, misuse, damage, or destruction of information resources, or by his/her violation of this Acceptable Use Guideline document.

Thousands of current and future students, faculty, staff, alumni, and donors are utilizing social media sites such as Facebook, Twitter, LinkedIn, YouTube, Instagram, Snapchat, Pinterest, and a whole host of messaging apps, blogging sites and comment interfaces to stay personally and professionally connected. HCC believes that having a presence in these areas will allow the College to broadcast information and interact with the public in ways that will further Highland's mission, vision, and core values.

Social media sites are powerful communication tools that have a significant impact on organizational and professional reputations. Because they blur the lines between personal voice and institutional voice, Highland Community College has developed guidelines, located within this document, to help clarify how best to enhance and protect personal, professional, and institutional reputations when participating in social media.

Both in professional and institutional roles, employees need to follow the same behavioral standards while participating in social media as they would in real life situations. The same College policies, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), code of conduct, professional expectations, and guidelines for interacting with students, parents, alumni, donors, media, and other constituents apply online as in face-to-face situations. Employees and students are personally accountable for anything they post to any social media sites and/or apps.

User and Staff Responsibilities:

As a user or staff member of Highland Community College's technology resources, you have a shared responsibility with the College's Information Technology Services staff to maintain the integrity of our systems, services, and information so that high quality services can be provided to everyone. Your responsibilities include:

1. To use the College's technology resources responsibly and appropriately, respecting the rights of other users to system, services, and information access 24 hours per day, 7 days per week.

- ~~2. To respect all contractual and license agreements, privacy of information, and the intellectual property of others.~~
- ~~3. To comply with College, federal, state, and local regulations regarding access and use of information resources (e.g., College policies regarding the sensitive information and dissemination of information outside the campus, Federal Copyright Act, The Family Education Rights and Privacy Act, Gramm-Leach-Bliley Act, Red Flag, HIPAA, codes of professional responsibility, etc.).~~
- ~~4. To exercise due diligence in protecting any personally owned technology devices you connect to the Highland Community College wireless network from viruses, worms, and security vulnerabilities by regularly using anti-virus software.~~
- ~~5. To keep your technology accounts (computer, network, and application) secure. Report suspected unauthorized access to your supervisor or the Information Technology Services department.~~
- ~~6. To not share your privileges with others. Your access to technology resources is not transferable to another member of the Highland Community College community, to family members, or to an outside individual or organization.~~
- ~~7. To comply with posted policies governing use of public computing facilities.~~
- ~~8. To present a Highland Community College digital presence that reflects the highest standards of quality and responsibility. As the owner of digital content, you are responsible to ensure that the images, words, links, and references from your digital presence are consistent with this and other College policies, copyright laws, and applicable local, state, federal laws (including, but not limited to: Americans with Disabilities Act and Web Content Accessibility Guidelines 2.0). Published digital content is not to be used for commercial purposes or for activities not related to the purposes of the College, without written authorization from the College.~~
- ~~9. To understand the implications of sharing personal information or data via the Internet, e-mail, Instant Messaging or other services that either are open to access by others on and off campus, or that can be forwarded to others.~~
- ~~10. To keep all institutional data in safe-keeping. Information containing any personal data of students, staff or others should not leave the institution unsecured.~~
- ~~11. To ensure all information is stored to the network (H: and G:) and not to local computer hard drives (C:).~~

Examples of Violations of "Acceptable Use"

Unauthorized Access/Unauthorized Accounts

- ~~1. Attempting to obtain unauthorized access or circumventing user authentication or security of any host, network or account ("cracking"). This includes accessing data not intended for the~~

~~user, logging into a server or account the user is not expressly authorized to access, or probing the security of systems or networks.~~

- ~~2. Supplying or attempting to supply false or misleading information or identification in order to access Highland Community College's technology resources.~~
- ~~3. Sharing your passwords or authorization codes with others (computing, e-mail, applications, etc.)~~
- ~~4. Using technology resources for unauthorized or illegal uses.~~
- ~~5. Logging onto another user's account; sending e-mail, etc. from another user's account or device or from an anonymous account.~~
- ~~6. Unauthorized use of the College's registered Internet domain name(s).~~
- ~~7. Changing your Highland Community College issued machine name to a name that is different from that assigned by Information Technology Services.~~

~~Unauthorized Access to or Use of Services and Equipment~~

- ~~8. Attempting to interfere with service to any user, host, or network. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service, port scans and attempts to "crash" a host.~~
- ~~9. Use of any kind of program/script/command designed to interfere with a user's computer or network session.~~
- ~~10. Intentionally damaging or tampering with a computer or part of a computer system.~~
- ~~11. Knowingly spreading computer viruses.~~
- ~~12. Modifying the software or hardware configuration of College technology resources, including dismantling computers in the lab for the purposes of connecting a notebook computer to the peripherals.~~
- ~~13. Excessive use of technology resources for "frivolous" purposes, such as game playing, streaming non-educational audio/video, or downloading files. This causes congestion of the network or may otherwise interfere with the work of others, especially those wanting to use public access PCs or network and Internet resources.~~
- ~~14. "Hacking" on computing and networking systems of the College or using the College's network to "hack" other networks.~~
- ~~15. Setting up wireless access points (WAPs).~~
- ~~16. Employees are not to use technology services excessively for personal use while performing their regular assigned duties.~~

- ~~17. Unless resources are used to meet the College's purpose, to support our educational and community values, and/or to support our programs and initiatives, users are prohibited from accessing, submitting, publishing, displaying, or posting any defamatory, inaccurate, abusive, obscene, profane, sexually oriented or explicit, threatening, racially offensive, harassing, or illegal material.~~

~~Unauthorized Use of Software, Data & Information~~

- ~~18. Inspecting, modifying, distributing, or copying software or data without proper authorization, or attempting to do so.~~
- ~~19. Violating software licensing provisions.~~
- ~~20. Installing software on College machines without appropriate authorization (from Information Technology Services).~~
- ~~21. Installing any diagnostic, analyzer, "sniffer," keystroke/data capture software or devices on College technology resources.~~
- ~~22. Breaching confidentiality agreements for software and applications; breaching confidentiality provisions for institutional or individual information.~~

~~Unauthorized Use of Email/Internet Messaging~~

- ~~23. Harassment or annoyance of others, whether through language, frequency or size of messages.~~
- ~~24. Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in the College's judgment, is disruptive to system resources or generates a significant number of user complaints. This includes bulk mailing of commercial advertising, political tracts, or other inappropriate use of system e-mail distribution lists. Bulk mail should not be the venue for any all-campus conversations.~~
- ~~25. Forwarding or otherwise propagating chain e-mail and pyramid schemes, whether or not the recipients wish to receive such mailings. This includes chain e-mail for charitable or socially responsible causes.~~
- ~~26. Malicious e-mail, such as "mailbombing" or flooding a user or site with very large or numerous items of e-mail.~~
- ~~27. Forging of e-mail header/envelope information.~~
- ~~28. Forging e-mail from another's account.~~

~~Unauthorized Use of Highland Community College Digital Media & Servers~~

- ~~29. Posting digital content that provides information on and encourages illegal activity, or is harassing and defaming to others.~~
- ~~30. Linking your digital presence to sites whose content violates College policies, local, state, and/or federal laws and regulations.~~
1. ~~Running a digital presence that support commercial activities or running server systems under the College's registered domain name, HIGHLAND.EDU or variation thereof, without the College's authorization.~~

Social Media ~~Acceptable Use Guidelines~~ and ~~Aacceptable Uses~~ (reaffirmed)

A. General Posting Recommendations:

1. Be honest about your identity. If you desire to post about Highland in an unofficial capacity, please identify yourself as a Highland faculty or staff member. Never conceal your identity for the purpose of promoting Highland through social media. An excellent resource about transparency in social media sites is the Blog Council's "Disclosure Best Practices Toolkit" at <http://blogcouncil.org/disclosure/>
2. Be accurate in your posts. Make sure that you have all the facts before you post. It's better to verify information with a source first than to have to post a correction or retraction later. Cite and link to your sources whenever possible. If you make an error, correct it quickly and visibly. This will earn you respect in the online community.
3. Be respectful to others. You are more likely to accomplish what you want if you are positive and respectful while discussing a bad experience or disagreeing with an idea or person.
4. Be a valued member of the sites in which you are participating. If you join a social network like a Facebook group or comment on a blog, make sure you are contributing valuable input. Refrain from posting information about topics like Highland events unless you are sure it will be of interest to readers. Self-promoting behavior is viewed negatively and can lead to you being banned from certain sites or groups.
5. Take care to think before you post. There's no such thing as a "private" social media site. Search engines can turn up posts long after the publication date. Comments can be forwarded or copied. Archival systems save information even if you delete a post. If you feel annoyed or passionate about a subject, it's advisable to hold off posting until you are calm and clear-headed.
6. Maintain confidentiality at all times. Do not disclose confidential or proprietary information about Highland, its students, its alumni or your fellow employees. Use

good ethical judgment and follow College policies and federal requirements, such as FERPA and HIPAA. As a guideline, don't post anything that you would not present at a conference.

7. Respect College time and property. As stated in Section 5.23 of the College Policy Manual, computers and your work time are to be used for College-related business. It is appropriate to post at work if your comments are directly related to accomplishing college-related goals, such as seeking sources for information. You should maintain your personal sites on your own time using non-Highland devices.

B. Official Highland Community College Social Media Accounts:

To ensure that any and all interactions on behalf of Highland represent the College's best interests, the following guidelines are for those Highland employees authorized to participate and/or maintain official social media sites on behalf of the College. These guidelines are designed to be broad in nature to accommodate differences in online venues while maintaining a universal code of conduct.

1. To be recognized by the College as an official HCC social media account, the account administrator(s) must seek approval from the Community Relations (CR) office. The CR office will review all social media inquiries. This office should also be used as a resource for the college community for any social media needs. The CR Office will ensure the pages are set up properly according to the social media site's policy.
2. All Highland Community College social media accounts including, but not limited to, academic departments, student clubs and organizations, and public events, must have a HCC faculty or staff member as an administrator at all times. The CR office will have administrator privileges.
3. Should an HCC employee account administrator leave the College or no longer wish to be an account administrator, the CR office should be notified before removing him/herself from that role. College employees identified as account administrators are held responsible for managing and monitoring content of their officially recognized accounts.
4. Administrators are responsible to remove content that may violate the College's policies. If you have questions regarding the appropriateness of a post to a site that you administer, please contact the CR office.
5. Paid advertising, including but not limited to boosting, sponsoring, or promoting a post, through social media must be coordinated through the Community Relations office.

Content:

1. Use good judgment about content and respect privacy laws. Do not include confidential information about the College, its staff, or its students.
2. Do not post content that is threatening, obscene, a violation of intellectual property rights or privacy laws, or otherwise injurious or illegal.
3. Be mindful of posting personal opinions on official College social media accounts. Do not use the HCC name to promote any product, cause, or political candidate.
4. By posting content to any social media site, you agree that you own or otherwise control all of the rights to that content, that your use of the content is protected fair use, that you will not knowingly provide misleading or false information, and that you hold the College harmless for any claims resulting from the content.
5. HCC has the right to remove any content for any reason, including but not limited to, content that it deems threatening, obscene, a violation of intellectual property rights or privacy laws, or otherwise injurious or illegal.
6. When using or posting online material that includes direct or paraphrased quotes, thoughts, ideas, photos, or videos, from an outside source, always include citations. Provide a link to the original material if applicable.
7. Do not use information and/or conduct activities that may violate local, state, or federal laws, and regulations.
8. Crisis communications will be directed by the Public Information Officer and must be shared in a timely manner on all Highland Community College social media accounts including, but not limited to, academic departments, student clubs and organizations, and public events.

**AGENDA ITEM #VIII-C-1
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED JOB DESCRIPTION
DEAN, HUMANITIES, SOCIAL SCIENCES, AND FINE ARTS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for the Dean, Humanities, Social Sciences, and Fine Arts. This is a full-time, administrative position and is included in the FY24 budget.

BACKGROUND: With the incumbent in the position being promoted to the Vice President/ CAO, Academic Services, the job description was reviewed prior to posting the vacancy. The job description has been revised to update the principal duties and minimum qualifications.

BOARD ACTION: _____

Highland Community College Position Description

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

TITLE: Dean, Humanities, Social Sciences, and Fine Arts*

GENERAL STATEMENT OF RESPONSIBILITIES: To provide supervision and direction for the programs within the Humanities, Social Sciences, and Fine Arts areas of the College.

PRINCIPAL DUTIES: (essential functions)

- Trains, supervises and evaluates the work performance of assigned staff and faculty. Recommends employees for promotion, reassignment, discipline and termination.
- Develops, supervises, coordinates and evaluates the instructional programs related to areas of assignment.
- Directs the development of class schedules and teaching assignments and efficiently distributes teaching loads.
- Directs and coordinates all aspects Humanities, Social Sciences, and Fine Arts education related funding options, grants, and state and federal requirements.
- Actively participates in and seeks opportunities to develop and promote new and existing programs and courses.
- Develops partnerships with internal constituents and external organizations to better serve the students and local community.
- Prepares and manages the annual budget and makes recommendations for the purchase of supplies, materials and equipment.
- Participates in the development, implementation and evaluation of annual goals and objectives for the College, the division, other supervised areas and individuals.
- Interprets administrative policies to faculty and staff and represents division faculty and staff members to the administration.
- Provides supervision, leadership, and motivation to improve the quality of instruction, to implement the concept of the learning college, and to establish quality management principles and processes.
- Participates in the development, implementation and evaluation of annual goals and objectives for the College, the division and individuals.
- Oversees and facilitates the assessment of student learning within the division.
- Participates in the College accreditation process and other projects as assigned.
- Oversees the course development, implementation, and evaluation of transitional reading and English on campus and in regional high schools.
- Develops personnel requirements and qualifications for assigned areas and, with the assistance of Human Resources, locates, interviews and recommends qualified personnel.
- Assists in the preparation and maintenance of a variety of reports, plans, surveys and questionnaires as needed/required.
- Participates in collective bargaining if/as requested.
- ~~Directs and coordinates Friends of the Fine Arts.~~
- In accordance with the Risk Management Policy and Program:

Reviews student complaints.

Oversees and monitors instructor and student travel.

Performs safety assessments of Humanities/Social Sciences/Fine Arts classrooms and equipment.

Procures and oversees the use of program materials and supplies necessary to maintain campus safety.

Serves as a member of the College's Emergency Management Operations Team.

Participates in emergency response training and drills and assumes an emergency response function as outlined in the College's Emergency Operation Plan.

Reviews student conduct and interventions.

- Oversees and manages the Community Leadership Programs.
- In consultation with the Vice President/CAO, Academic Services, may teach up to 6 credit hours per fall and spring semesters within appropriate content area.
- Represents the College at various meetings on and off campus.
- Communicates effectively with staff and departments to support efficiency and the sharing of institutional knowledge.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of practices in the administration of instructional programs and related support activities.

Knowledge of curriculum, programs and staff development.

Knowledge of assessment practices of student learning.

Knowledge of personnel management and supervisory principles and practices.

Knowledge of utilizing data to make informed decisions.

Knowledge of budget preparation and expenditure control.

Knowledge of technology used in teaching and learning.

Skill in operating computers and software applications.

Skill in assessing community and instructional education needs and developing responsive programs.

Skill in effective leadership, delegating tasks and authority, and training personnel.

Skill in planning and developing instructional services.

Skill in assessing and prioritizing multiple tasks, projects and demands.

Skill in developing and implementing long and short-range goals and procedures for cost effective management of allocated resources.

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

Skill in preparing reports, developing and monitoring budgets, and administering policies and procedures.

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

Skill in researching and writing grants and other operational reports.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are sedentary in nature, exerting up to 10 lbs of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time.

MINIMUM QUALIFICATIONS: Master's degree in humanities, social sciences, fine arts or a related field and five (5) years full-time teaching experience at the college level. ~~OR an equivalent combination of education and experience that provide the required knowledge and skills.~~

REQUIRED LICENSE/CERTIFICATION: None.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: Vice President/Chief Academic Officer, Academic Services

APPOINTED BY: Board of Trustees.

EMPLOYEE CATEGORY: Administrative

FLSA CLASSIFICATION: Exempt

CLASS CODE: 6130

JOB SERIES/FAMILY: Administrative Series/Academic Group

LAST REVISED: 11/24/2020-06/25/24 *[Pending Board Approval]

**AGENDA ITEM #VIII-C-2
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**REVISED JOB DESCRIPTION
FINANCIAL AID SPECIALIST II**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached revised job description for Financial Aid Specialist II. This will become a full-time, non-exempt professional position and is included in the FY24 budget.

BACKGROUND: The College is subject to the Fair Labor Standards Act (FLSA) administered by the U.S. Department of Labor (DOL). This Act establishes, among other things, each position's eligibility for the payment of overtime. The DOL published its final rule revising the overtime exemption regulations of the FLSA. The final overtime rule includes an exempt employee salary threshold of \$43,888 (\$844 per week) effective July 1, 2024, and a subsequent increase to \$58,656 (\$1,128 per week) effective January 1, 2025. The salary threshold will be updated every three years to keep up with inflation. As a result of the initial increase to the exempt salary threshold, this position is changing from an exempt professional position to a non-exempt professional 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 are Commitment, Interpersonal Skills, Lifelong Learner and Sound Judgment.

TITLE: Financial Aid Specialist II*

GENERAL STATEMENT OF RESPONSIBILITIES: Provides direction and information to potential and current student loan borrowers as well as other financial aid recipients; processes loans, MAP grants and college work study awards.

PRINCIPAL DUTIES: (essential functions)

- Counsels students on loan eligibility and process.
- Calculates, awards and reconciles student loans, MAP grants and College Work Study funds to student applicants based on Federal, state and institutional regulations.
- Develops, implements and evaluates department processes and procedures for processing loan awards. Tests and identifies issues in SCT Banner related to loan processing.
- Processes electronic transmissions with Department of Education and state agencies.
- Identifies and resolves discrepancies regarding federal and state financial aid awards.
- Assists applicants in completing Free Application for Federal Student Aid, private foundation scholarship applications, federal and state veteran benefit applications and required federal verification materials and answers questions regarding federal, state and private financial aid.
- Provides exit counseling to loan students based on enrollment status, tracks and contacts students who are past due on starting loan repayment, reviews Department of Education default rate calculation report to ensure accuracy and resolves any errors.
- Updates and revises department policy and procedure manual.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

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

Knowledge of federal and state financial aid requirements.

Knowledge of college's policies and procedures pertaining to financial aid.

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

Knowledge of computer operations and software applications.

Knowledge of utilizing data to make informed decisions.

Knowledge of customer service techniques.

Skill in operating computers and software applications.

Skill in performing general office duties.

Skill in responding professionally, effectively and efficiently to customer service requests.

Skill in disseminating information, responding to inquiries and retrieving information.

Skill in effectively communicating using tact and diplomacy.

Skill in analyzing information and situations and providing appropriate recommendations.

Skill in establishing and maintaining effective relationships with co-workers and others.

PHYSICAL REQUIREMENTS/ACTIVITIES: The physical requirements of this position are sedentary in nature, exerting up to 10 lbs of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time.

MINIMUM QUALIFICATIONS: Associate's degree in accounting, business or a related field, with Bachelor's degree preferred and two (2) years financial aid or loan processing work experience OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: None.

REPORTS TO: Director, Financial Aid

APPOINTED BY: President

EMPLOYEE CATEGORY: Professional

FLSA CLASSIFICATION: Non-Exempt

CLASS CODE: 3109

JOB SERIES/FAMILY: Financial and Accounting Series/Financial Aid Group

LAST REVISED: 02/19/1906/25/24 *[Pending Board Approval]

**AGENDA ITEM #VIII-C-3
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**COMPENSATION ADJUSTMENT
VICE PRESIDENT/CSSO, STUDENT DEVELOPMENT AND SUPPORT SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves a compensation adjustment for Liz Gerber, Vice President/CSSO of Student Development and Support Services, in the amount of \$6,500 effective July 1, 2024.

BACKGROUND: Ms. Gerber was provided a stipend for taking on responsibilities related to compliance with the Office for Civil Rights. In addition, Ms. Gerber has taken on additional accountability and oversight in relation to grants that have been awarded in the Student Services area. After review, it has been determined that the added responsibilities will be an ongoing expectation of the position. Subsequently, it is recommended that the stipend, as outlined, be added to the employee's base salary. Necessary revisions to the job description resulting from the additional duties will be included for approval at the regular July Board meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-4
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**COMPENSATION ADJUSTMENT
HEAD COACH/COORDINATOR, ATHLETIC OPERATIONS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves a compensation adjustment for Luke Norman, Head Coach/Coordinator, Athletic Operations, in the amount of \$2,158 effective February 28, 2024, as a result of the change in his job title and duties from Head Coach/Coordinator, Sports Information and Intramurals to Head Coach/Coordinator, Athletic Operations, which was approved by trustees at their February 27, 2024, regular meeting.

BACKGROUND: Due to the realignment of position responsibilities, the role of Head Coach/Coordinator, Sports Information and Intramurals was modified to Head Coach/Coordinator, Athletic Operations. The position moved to a higher range on the salary table. After review, it has been determined that Mr. Norman's salary should be adjusted based on the new range placement for the position.

BOARD ACTION: _____

**AGENDA ITEM #XIII-C-5
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**COMPENSATION ADJUSTMENT
TECHNICAL COORDINATOR, FINE ARTS/THEATRE TECHNICAL DIRECTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves a compensation adjustment for Alex Jansen, Technical Coordinator, Fine Arts/Theatre Technical Director, in the amount of \$3,500 effective July 1, 2024.

BACKGROUND: Mr. Jansen was provided a stipend for taking on responsibilities related to project management and safety planning. After review, it has been determined that the added responsibilities will be an ongoing expectation of the position. Subsequently, it is recommended that the stipend, as outlined, be added to the employee's base salary. Necessary revisions to the job description resulting from the additional duties will be included for approval at the regular July Board meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-6
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**COMPENSATION ADJUSTMENT
DIRECTOR, INFORMATION TECHNOLOGY SERVICES**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves a compensation adjustment for Pete Fink, Director, Information Technology Services, in the amount of \$1,754 effective July 1, 2024.

BACKGROUND: Mr. Fink was provided a stipend for taking on the additional duties of setting up and monitoring Zoom for Board meetings and retreats during COVID. Incorporating Zoom into Board meetings and retreats has become an ongoing practice, and it has been determined that the added responsibilities will be a continued expectation of the position. Subsequently, it is recommended that the stipend, as outlined, be added to the employee's base salary.

BOARD ACTION: _____

**AGENDA ITEM #XIII-D-1
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**UNIVERSITY OF ILLINOIS EXTENSION – STEPHENSON COUNTY
LEASE AGREEMENT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board enters into a lease agreement with the University of Illinois Extension for occupancy by the University of Illinois Extension – Stephenson County of approximately 3,007 square feet of space in the Community Services Center, at the following annual rates:

\$44,312.52 for the period July 1, 2024 through June 30, 2025 (FY25)
\$45,641.88 for the period of July 1, 2025 through June 30, 2026 (FY26)
\$47,011.20 for the period of July 1, 2026 through June 30, 2027 (FY27)

The Board further authorizes the College President and Board Secretary to execute the agreement by appropriate signatures.

BACKGROUND: The recommendation provides for the renewal of the lease agreement with the University of Illinois Extension for a three-year period. The lease includes custodial services, utilities, and desirable covenants essential to provide understanding to both parties. The use of additional College facilities outside the leased premises in the Community Services Center is governed by policies, procedures and regulations established by Highland Community College. The new annual rates represent a 3% annual increase.

BOARD ACTION: _____

UNIVERSITY OF ILLINOIS SYSTEM
Urbana-Champaign • Chicago • Springfield

**LEASE AGREEMENT/ INTERGOVERNMENTAL AGREEMENT
UNIVERSITY OF ILLINOIS EXTENSION
SUMMARY STATEMENT OF LEASE TERMS**

This Summary Statement of Lease Terms (the "Summary ") is attached to and made a part of the Lease Agreement (the "Lease") dated as of the Effective Date referenced below by and between the Landlord and Tenant referenced below. In the event of a conflict between the terms of the Summary and the terms of the Lease, the terms of the Lease shall control.

1.	Effective Date of Lease:	As of the date of the last signature												
2.	Landlord:	Highland Community College												
3.	Landlord's Address:	2998 W. Pearl City Rd. Freeport, IL 61032												
4.	Landlord's FEIN and Legal Entity Certification:	<div style="display: flex; justify-content: space-between;"> <div> FEIN: 36-2616076 </div> <table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Real Estate Agent</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input checked="" type="checkbox"/> Government Entity</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Tax Exempt Org</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td>[IRC 501(a) only]</td> </tr> <tr> <td><input type="checkbox"/> Not-for-Profit Corp</td> <td><input type="checkbox"/> Trust or Estate</td> </tr> <tr> <td><input type="checkbox"/> Medical/Health Care</td> <td><input type="checkbox"/> Limited Liability Company</td> </tr> </table> </div>	<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent	<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Government Entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Org	<input type="checkbox"/> Corporation	[IRC 501(a) only]	<input type="checkbox"/> Not-for-Profit Corp	<input type="checkbox"/> Trust or Estate	<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Limited Liability Company
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<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Org													
<input type="checkbox"/> Corporation	[IRC 501(a) only]													
<input type="checkbox"/> Not-for-Profit Corp	<input type="checkbox"/> Trust or Estate													
<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Limited Liability Company													
5.	Managing Agent/Contact Person:	Name: Jill Janssen Phone: 815-599-3412 Email: jill.janssen@highland.edu												
6.	Tenant:	The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois												
7.	Unit/Department:	University of Illinois Extension												
	Contact Person:	Christine Janak												
8.	Building:	Community Services Building, 2998 W. Pearl City Rd., Freeport, IL 61032, which are the buildings in which the Premises are located.												
9.	Premises:	A portion of 2998 W. Pearl City Rd., Freeport, IL 61032 containing 3,007 rentable square feet per plan as noted in Exhibit "A"												
10.	Exclusive parking areas:	Non-exclusive parking												

11.	Initial Term:	1 Year Commencement Date: 07/01/2024 Termination Date: 06/30/2025
12.	Renewal Option(s):	Automatic Renewal (2) per Article 4
13.	Base Rent Schedule:	\$44,312.52 payable in monthly installments of \$3,692.71
14.	Renewal Terms Rent Schedule	Renewal Term 1: July 1, 2025 – June 30, 2026; \$45,641.88 payable in monthly installments of \$3,803.49 Renewal Term 2: July 1, 2026 – June 30, 2027; \$47,011.20 payable in monthly installments of \$3,917.60
15.	Rent Abatement:	None
16.	Permitted Use:	Office and programming space for Illinois Extension
17.	Security Deposit:	None
18.	Broker:	None
19.	Notice Addresses: To Landlord To Tenant	Highland Community College 2998 W. Pearl City Rd. Freeport, IL 61032 University of Illinois Real Estate Services Attention: Director 506 S. Wright Street, Suite 208 Urbana, IL 61822 And Christine Janak Office of Extension and Outreach 111 Mumford Hall, MC-710 1301 W. Gregory Dr. Urbana, IL 61801 With a copy to Tenant at Premises.

LEASE AGREEMENT

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LEASE AGREEMENT

This Lease Agreement (the "Lease"), including the Summary Statement (the "Summary") which is attached hereto and is incorporated herein, is made as of the Effective Date and is entered into by and between Landlord and Tenant.

For and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS.

Managing Agent: See Summary. If Landlord elects to change the Managing Agent, Landlord will notify Tenant in writing of such change.

Initial Term: See Summary.

Automatic Renewal: See Summary

Premises: See Summary.

Commencement Date: See Summary.

Termination Date: See Summary.

Base Rent Schedule: See Summary.

Tenant: The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.

2. EXHIBITS. The exhibits listed in this paragraph are attached to this Lease and are hereby incorporated in and made a part of this Lease.

Exhibit A – Premises Plan

Exhibit B – Lease Addendum (if applicable)

Exhibit C – Summary of Services and Utilities

Exhibit D – Summary of Repairs and Maintenance Responsibilities

Exhibit E-1 – Work Letter (if applicable)

Exhibit E-2 – Statement of Compliance (if applicable)

Exhibit F – Real Estate Lease Form Disclosure Statement

In the event of a conflict between the terms of this Lease and the Exhibits to this Lease, the terms of the Lease shall control, except that Exhibit B (if applicable) shall control over the terms of the Lease.

3. PREMISES.

A. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions herein set forth, the Premises set forth in the Summary and being shown on the floor plan attached hereto as **Exhibit A**.

B. Tenant will also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. Parking must accommodate the Environmental Barrier Act, P.A. 84-948 and ADA accessibility standards. Exclusive parking areas, if any, are defined in the Summary.

4. TERM AND RENEWAL OPTIONS. This Lease shall be for an Initial Term commencing on the Commencement Date and ending on the Termination Date. This Lease shall be automatically renewed for two (2) successive one (1) year terms thereafter (each a renewal term) until and unless either party provides 90 days prior written notice to cancel at the end of the initial term or renewal terms. Such notice shall be provided to the parties in Section 19 of the Summary.

5. RENTAL PAYMENTS. The Tenant shall pay "Base Rent" to the Landlord or Managing Agent in the amount and at the address set forth in the Summary or to such other person or at such other place as Landlord may direct in writing. The Base Rent shall be paid by the Tenant in equal monthly installments as set forth in the Summary and shall be paid in advance, on or before the first day of each month of the Initial Term and any Renewal Term(s). If the Lease Commencement Date is other than the first day of a calendar month, then the Base Rent for that month will be prorated on a daily basis, based on the actual number of days in that month and shall be inclusive of Landlord's responsibilities as set forth herein and in the Summary, **Exhibit C** and **Exhibit D**. Notwithstanding any of the foregoing, in no event shall Tenant be required to make any payment of Base Rent prior to its occupancy of the Premises. Rent payments may be other than monthly if noted in Summary.

6. USE OF PREMISES. Tenant shall use the Premises for the purposes specified in the Summary. Tenant may alter said use to any lawful purpose, upon the written consent of Landlord, which consent will not be unreasonably withheld.

Landlord represents and warrants to Tenant that all Leasehold Improvements, the current and proposed uses, and the operation of the Building and Premises are, and will remain, in full compliance with applicable building and seismic codes, fire, health and safety codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances.

Tenant will have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises prior to Tenant's occupancy of the demised Premises or which result from Landlord's acts or omissions or which occur on any portion of Landlord's property not occupied by Tenant, unless caused by Tenant, its agents, or employees. Landlord specifically warrants that at the time of execution of this Lease that all known areas where hazardous or toxic materials or substances (including, but not limited to, asbestos or PCBs) have been used, stored, or deposited on the Landlord's property have been properly remediated or are being managed in compliance with

applicable state and federal requirements. Tenant will comply with all applicable laws concerning the handling or discharge of hazardous materials in connection with its use of Premises.

- 7. NOTICES AND PAYMENTS.** All notices under this Lease shall be in writing and shall be sent to the addresses set forth in the Summary either personally with an executed acknowledgment of receipt or deposited in the United States mail, certified return receipt requested, postage prepaid. Any notice will be deemed delivered no later than five (5) business days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed. Either party may change its own mailing address by written notice to the other party. Payments shall be made as indicated in the Summary.
- 8. TAXES, SERVICES AND UTILITIES.** Landlord hereby affirms and both the parties mutually agree that property taxes and special assessments on the Premises shall be paid in full by Landlord.

Services and utilities to the Premises shall be furnished and the responsibility for said services and utilities shall be as outlined in **Exhibit C, "Summary of Services and Utilities."** In the event of the failure by Landlord to furnish, in a manner reasonably satisfactory to Tenant, any of the services and utilities to the Premises, Tenant may notify Landlord of such failure, and if not remedied by Landlord within five (5) business days after the receipt of written notice, then Tenant may deduct the amount thereof, including Tenant's service costs, from Base Rent or other remuneration due Landlord hereunder, and furthermore, Tenant may take any other remedy permitted by law.

- 9. REPAIRS AND MAINTENANCE.** Landlord shall be responsible, at its sole cost, for repairs, alterations or necessary replacements to structural building components such as roof, foundations, structural columns and beams, exterior walls and windows, elevators including state licensing and fees, and underground utility and sewer pipes outside the exterior walls of the building. Landlord also is responsible, at its sole cost, for maintaining the electrical, plumbing, and HVAC (heating, ventilation, air conditioning) systems so that all parts of each of these systems are operational, subject to reasonable time to make repairs.

Tenant shall report to Landlord any condition known to it which Landlord is required to repair or replace. Landlord may enter the Premises at reasonable hours upon 24-hour notice to Tenant to make repairs required of Landlord under terms hereof.

Further, Landlord shall maintain the parking area and common facilities in good order, condition and repair, including adequate lighting, painting, snow removal, drainage, supervision and the like, and all costs and expenses incurred in connection therewith, including, but not limited to, real estate taxes, special assessments, repairs, janitorial expenses for all common facilities, garbage storage and garbage removal expenses, shall be paid by Landlord.

The respective repair and maintenance responsibilities of Landlord and Tenant for the Premises are set forth in **Exhibit D, "Summary of Repair and Maintenance Responsibilities."** Notwithstanding the foregoing, Tenant will pay to Landlord the reasonable cost of any repairs or maintenance required as a direct result of the negligent acts or omissions of Tenant, its agents, or employees. If Landlord fails to maintain the Premises or to make the repairs required herein within a reasonable time after written notice from Tenant, Tenant may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the Base Rent or other remuneration due hereunder.

10. POSSESSION AND CONDITION OF PREMISES. Unless otherwise provided in **Exhibit E-1**, the Tenant's taking possession of the Premises or any portion thereof shall be deemed to be conclusive evidence that the Premises, or such portion thereof, are in good and satisfactory condition. No promise of the Landlord to alter, remodel, decorate, clean or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Landlord to the Tenant, except that Landlord agrees to improve the Premises (and Landlord and Tenant agree to pay for such improvement(s)) as set forth in the Work Letter attached hereto as **Exhibit E-1**. Landlord shall deliver possession of the Premises to Tenant upon substantial completion of the "Work" to be performed by Landlord under **Exhibit E-1**.

11. ALTERATIONS AND MECHANICS' LIENS. No wall, structural, mechanical or electrical alterations or improvements will be made to Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent will not be unreasonably withheld.

Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant upon termination of this Lease, if Tenant is not then in default under this Lease and if Tenant repairs any damage to the Premises caused by such removal. Upon termination of this Lease, Tenant will return the Premises in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty, and alterations approved by Landlord excepted.

The parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

12. LIABILITY. It is understood and agreed that neither party to this Lease shall be liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this Lease shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to third parties.

13. DAMAGE OR THEFT OF PERSONAL PROPERTY. Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for theft thereof or any damages thereto occasioned from any act of any person, except as may be caused by negligence or willful misconduct of the Landlord.

14. INSURANCE REQUIREMENTS.

A. Tenant shall, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Landlord against liability for bodily injury and/or property damage occurring in or about the Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) for any one occurrence. Tenant will annually provide Landlord, on the anniversary date of Tenant's liability insurance renewal, with a certificate of insurance naming the Landlord as additional insured as it respects liability the Landlord incurs as a result of the operations of the Tenant on the Premises. Tenant agrees to provide (30) days advance public written notice of any reductions of coverage or cancellations.

B. The Tenant, as a State Institution, provides any necessary Workers' Compensation benefits required by State Statute.

- C. Landlord shall, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Tenant against liability for bodily injury to and/or property damage occurring in or about the common facilities. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) for any one occurrence.
 - D. Further, Landlord shall, at its own expense, at all times during the Lease Term, maintain in full force property insurance on the Premises for the full insurable value of the building(s) and its/their permanent improvements. Such insurance will protect against fire and other perils commonly associated with a "broad-form" perils insurance policy. Landlord will provide Tenant a certificate of insurance evidencing said coverage at Lease commencement. Landlord agrees to provide thirty (30) days advance written notice to Tenant of any modifications, changes or cancellations.
- 15. WAIVER OF SUBROGATION.** Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils, such as fire and other perils commonly associated with a broad-form insurance policy, whether or not such perils have been insured, self-insured or non-insured.
- 16. FIRE OR OTHER CASUALTY.**
- A. If the Premises are totally destroyed by fire or other casualty, either Landlord or Tenant may terminate this Lease immediately by giving notice to the other party. In case of destruction during the Lease Term, Base Rent and other remuneration due to Landlord will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
 - B. If the Premises are partially destroyed, Landlord must within thirty (30) days of the destruction notify Tenant, in writing, of the time period in which restoration will be complete. If such casualty will render ten percent (10%) or less of the floor space of the Premises unusable for the purposes intended, Landlord will effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days after such destruction. Landlord may terminate this Lease by written notice within thirty (30) days of the loss if such loss is not covered by any insurance described in the provisions of this Lease. Base Rent and other remuneration due to Landlord will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
 - C. Tenant may terminate this Lease by giving written notice within thirty (30) days after any of the following: if it is determined Landlord cannot restore Premises to substantially the same condition as before destruction; if Tenant is notified that such restoration period will be more than one hundred twenty (120) days; if restoration extends beyond the time period for completion as contained in the notification to Tenant unless such extension is due to a reasonable delay. Base Rent and other remuneration will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.
 - D. Reasonable delay shall be defined as follows: (a) acts of Tenant, its agents, or employees; acts of God which Landlord could not reasonably have foreseen or guarded against; (b) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond

the control of Landlord and which cannot be reasonably overcome; or (c) restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

17. CONDEMNATION. If the whole of the Premises or a portion thereof is condemned by any legally constituted authority, making the Premises unusable for the purposes herein, the Term hereby granted will cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date and Tenant shall have no further obligation to pay Base Rent for any period of time beyond said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any separate award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. However, any award to the Tenant shall not reduce the award to the Landlord.

18. ASSIGNMENT AND SUBLETTING. Tenant will not assign or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld.

19. DEFAULT BY TENANT. If the Tenant defaults in the payment of Base Rent, and the Tenant does not cure the default, within thirty (30) days after demand for payment of such rent, or if the Tenant defaults in the prompt and full performance of any other provision of this Lease, and the Tenant does not cure the default within thirty (30) days after written demand by the Landlord that the default be cured unless the default involves a hazardous condition, which shall be cured forthwith upon the Landlord's demand, Landlord may terminate this Lease by giving notice to Tenant, in which event the Term of this Lease shall end, and all such right, title and interest of the Tenant hereunder shall expire on the date stated in the notice.

If this Lease terminates pursuant to a default by Tenant hereunder, Landlord may immediately enter upon and repossess the Premises and seek any remedies allowable under the laws of the State of Illinois, including specific performance.

20. DEFAULT BY LANDLORD. Landlord will be in default if Landlord fails to perform its obligations under this Lease within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord will not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

If Landlord fails to cure a default within the time period set forth, Tenant shall have the option to terminate this Lease, in addition to any other remedies allowable under the laws of the State of Illinois, including specific performance and may receive an award for all reasonable damages. If Landlord's default hereunder prevents Tenant's use of the Premises, there will be a proportional abatement of rental payments for the period of such non-use.

21. ENTRY BY LANDLORD AND QUIET ENJOYMENT.

A. Tenant shall allow Landlord access to the Premises at reasonable times during normal working hours for the purpose of examining or inspecting the same upon prior notice to Tenant. In the

event of an emergency, as reasonably determined by Landlord, Landlord shall have an absolute right of access to the Premises.

- B. If Tenant performs the terms of this Lease, when required under this Lease, Landlord will warrant and defend Tenant in the quiet and peaceful enjoyment and possession of the Premises during the term hereof and any extension without interruption by Landlord or any person claiming under Landlord.

- 22. SUBORDINATION.** This is an unsubordinated Lease. Landlord is not obligated to subordinate its rights and interests in the Premises to any loan, mortgage or money encumbrance that Tenant shall place against Tenant's interest in this Lease or in its interest in the Leasehold Improvements. Tenant acknowledges and agrees that Landlord's interest in the Premises shall not be subordinated to the Lease.

Upon prior written request of Landlord, Tenant shall execute any instrument permitting mortgages or deeds of trust to be placed against Landlord's interest in and to the Premises and the Building or any part thereof as security for any indebtedness and shall subordinate the Lease to such mortgages or trust deeds, if required to do so by the secured party.

- 23. ESTOPPEL CERTIFICATE.** Upon receipt of a written request from Landlord, Tenant shall, from time to time upon not less than twenty-one (21) days from the receipt of a written request, acknowledge and deliver a statement in writing to Landlord certifying (a) that this Lease is unmodified and in full force and effect or, that if there have been modifications, that the Lease as modified is in full force and effect; (b) the dates to which Base Rent and other charges have been paid; (c) acknowledging that there are not to its knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of an estate in which the Premises is located.

Failure by Tenant to deliver the certificate within such time shall be conclusive (i) that this Lease is in full force and effect and has not been modified except as may be represented by Landlord; (ii) that there are no uncured defaults in performance by Landlord; and (iii) that all Base Rent has been paid.

- 24. HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration of the Initial Term, or any renewal thereof, this Lease shall be automatically extended on a month-to-month basis, for a period not to exceed six (6) months, terminable by either party upon giving thirty (30) days written notification, and otherwise on terms and conditions equivalent to the final month of the Lease Term.

- 25. SURRENDER OF POSSESSION.** At the expiration or other termination of this Lease, Tenant shall peaceably and quietly quit and surrender to Landlord possession of the Premises (including all Leasehold Improvements) herein in good order and condition subject to the other provisions of this Lease. Tenant's removable paneling and wall fixtures and furniture, trade fixtures, signs, goods and materials used in Tenant's business shall at all times remain personal property and may be removed from time to time by Tenant; provided, however, that Tenant shall be responsible for the cost of repair of any physical injury to the Premises caused by the removal of any such property, but not for any diminution in value of the Premises caused by the absence of the property removed or by any necessity for replacing such property.

26. LAWS AND CERTIFICATIONS.

- A. Equal Employment/Non-discrimination. The policy of Tenant and Landlord is to comply with all mandatory Federal and State nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. The Tenant and Landlord will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran or a veteran from the Viet Nam era. This nondiscrimination policy applies to admissions, employment, access to and treatment in the Tenant and Landlord programs and activities.
- B. Environmental Barriers Act/Handicapped Accessibility. Landlord complies with applicable provisions of the Environmental Barriers Act (401ILCS 25/1 et seq.) and the Illinois Accessibility Code 71 Ill. Adm. Code 400.
- C. State Laws. This Lease is governed and interpreted in accordance with the laws of the State of Illinois.

27. MISCELLANEOUS PROVISIONS.

- A. Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
- B. Entire Agreement. This Lease, including any attachments made a part hereof, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- C. No Amendments. No amendment of this Lease will be valid unless made in writing and signed by the parties hereto, and no prior, contemporaneous, or subsequent oral understanding or agreement not incorporated herein shall be binding on either party hereto.
- D. Time of the Essence. Time is of the essence of each term and provision of this Lease.
- E. Invalidity. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.
- F. Commission. Landlord and Tenant each warrant to the other that no real estate broker or agent has been used or consulted in connection with this Lease except as described in the Summary.
- G. Signature Authorization. Each individual signing this Lease represents that he/she is authorized to sign on behalf of their respective entity and that the entity is bound by the terms hereof.
- H. Binding Effect/Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, obligations, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives,

successors and assigns, but shall not operate to permit a transfer contrary to the terms of this Lease.

- I. Counterparts. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart. A photocopy or facsimile of a party's original signature shall be as effective as the original.
- J. Pronouns. Landlord and Tenant will include individuals male or female, singular or plural, corporations, partnerships or business entities, as may fit the particular party.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals on the day and year below written.

TENANT
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

LANDLORD
Highland Community College

BY:

BY: _____

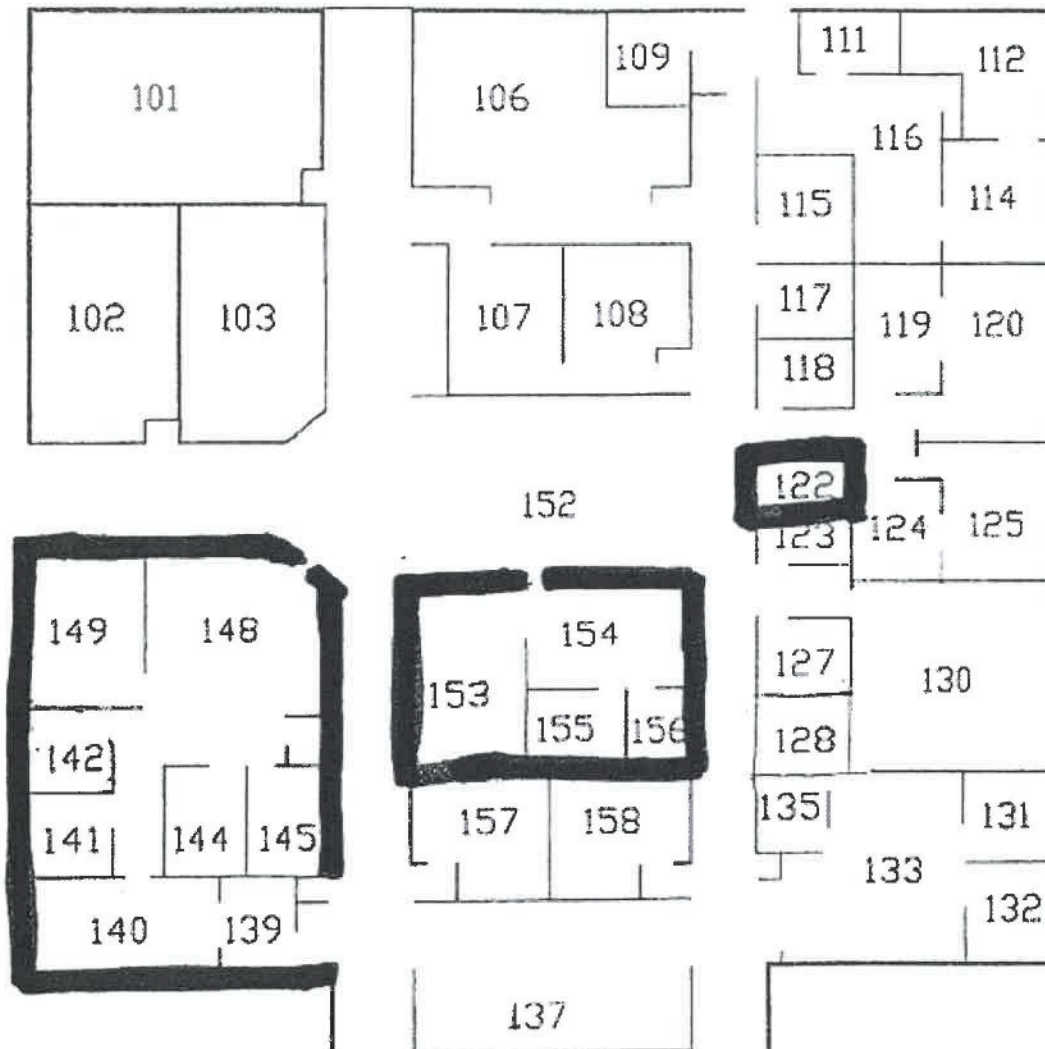
Its: _____

Date: _____

**STANDARD FORM-UI EXTENSION APPROVED BY REAL ESTATE SERVICES & LEGAL COUNSEL
(BKW & JAS 1/23/18)**

EXHIBIT A
Floor Plan and Description of Premises

(ATTACHED)



HCC Building R

EXHIBIT B
Lease Addendum

The terms of this exhibit shall control over any conflicting provisions in the Lease.
(In the event of modifications to the Standard Form Lease all modifications would be restated as Exhibit B Lease Addendum)

INTENTIONALLY DELETED

EXHIBIT C

SUMMARY OF SERVICES AND UTILITIES

(COMMERCIAL UNIT)

The following is a summary of service and utility responsibilities of Landlord and Tenant:

<i>Service or Utility Item</i>	<i>Landlord</i>	<i>Tenant</i>	<i>Not Applicable</i>
Dispensers for toilet paper, hand soap and hand towels in restrooms	x		
Paper Supplies and waste containers (Premises)		x	
Replacement light bulbs & fluorescent light tubes (Premises)	x		
Ballasts and transformers for fluorescent lights, light switches and electrical outlets (Building and Premises)	x		
Heating and air conditioning control switches	x		
Janitorial service including waste removal to buildings dumpster (Premises)	x		
Janitorial service for Building exterior and common areas	x		
Carpet, tile and linoleum (Premises)	x		
Gas (Premises)	x		
Electric (Premises)	x		
Water and municipal sanitary district fees	x		
Window washing - exterior ⁽¹⁾	x		
Window washing -- interior	x		
Landscaping and gardening	x		
Snow removal	x		
Cleaning of drapes, blinds, window shades (Premises)	x		
Maintenance and repair of window treatments	x		
Kitchen appliances		x	
Sufficiently sized dumpster for Tenants refuse and disposal services	x		
Pest control	x		
Other:			x

⁽¹⁾ Annually

EXHIBIT D

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of Landlord and Tenant:

<i>Maintenance or Repair Item</i>	<i>Landlord</i>	<i>Tenant</i>	<i>Not Applicable</i>
Foundations	x		
Exterior and Bearing Walls	x		
Roof	x		
Electrical Systems	x		
Lighting Systems	x		
Plumbing Systems	x		
Heating Systems	x		
Ventilation Systems	x		
Air Conditioning Systems	x		
Alarm Systems			x
Plate Glass	x		
Window & Window Frames	x		
Gutters, Drains, Downspouts	x		
Elevators	x		
Floor Slabs	x		
Common Areas (Interior and Exterior)	x		
Ceilings	x		
Interior Walls	x		
Interior Doors	x		
Interior Surfaces & Windows	x		
Appliances & Fixtures			x
Repainting of Interior Walls (every years)			x
Base and/or Moldings	x		
Parking Lot Area	x		
Other:			

EXHIBIT E-1
Work Letter
Intentionally Deleted

Click here to enter text.

EXHIBIT E-2
STATEMENT OF COMPLIANCE
Intentionally Deleted

**AGENDA ITEM #VIII-D-2
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

INTERCOLLEGIATE ATHLETIC INSURANCE

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board authorizes President Chris Kuberski to accept the proposal from First Agency for an insurance program as follows: intercollegiate accident and intercollegiate catastrophic at an annual premium not to exceed \$33,670.

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 \$219 lower than for the previous fiscal year due to the College's claims experience.

BOARD ACTION: _____

**AGENDA ITEM #VIII-D-3
JUNE 25, 2024
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 \$206,000.

BACKGROUND: With the College's insurance broker, Dimond Brothers, the College has reviewed its insurance program for the insurance products outlined above and reviewed 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 \$6,722 more than for the previous fiscal year due to the increase in the College's property and replacement values and the claims experience of the College and the participants in the ICRMT pool.

BOARD ACTION: _____

**AGENDA ITEM #VIII-D-4
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**USE OF AGENCY FUND FOR
SPORTS CENTER REPAIRS AND REPLACEMENTS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the use of Agency funds for the cost of repairs to the Sports Center, including replacement of the building automation system, removal and replacement of the boiler, and the repair of the fire service line in an amount not to exceed \$26,992. Funds for this purpose are available through the Agency funds.

BACKGROUND: Several large expenditures for repairs and maintenance to the Sports Center have occurred throughout the fiscal year. The failure of the controller in the Sports Center automation system made it not possible to schedule lighting or heating/air conditioning. The boiler was replaced due to its age and issues such as leaking and corrosion. The fire service line need to be replaced to ensure adequate water supply to the fire suppression system. The YMCA Board of Directors has approved the expense.

BOARD ACTION: _____

**AGENDA ITEM #VIII-D-5
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID
NEW AGRICULTURE PUMP HOUSE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low base bid meeting specifications from Larson and Larson Builders of Loves Park, IL of \$895,500.00 for the construction of a new Agriculture Pump House at the agriculture plots. This bid is within the available funding for the project.

BACKGROUND: The Highland Community College Foundation has recently installed an underground irrigation system to be used for educational purposes for Highland students on the Foundation's property at the agriculture plots. In coordination with that project, the College will install a "Pump House" on the land recently donated to the College by the HCC Foundation, which will house the underground irrigation operational and monitoring equipment, as well as utility connections to serve the same.

This project is funded by a State of Illinois grant, secured by now Senator Andrew Chesney, as well as Highland Community College Foundation donations.

The request for bids was advertised and five bids were submitted.

Bids were opened at 1:00 p.m. on June 11, 2024.

BOARD ACTION: _____



June 11, 2024

Ms. Jill Janssen
Highland Community College
2998 West Pearl City Road
Freeport, Illinois 61032

Re: New Agriculture Pump Building for
Highland Community College (RLJA# 24-020)

Dear Jill:

On June 11, 2024, bids were received for the New Agriculture Pump Building. Qualified bids were received from 5 General Contractors. The low Base Bid was \$895,500.00 and was submitted by Larson and Larson Builders, Loves Park, Illinois.

See bid tab attached.

We have worked with Larson and Larson Builders on successful projects in the past.

We recommend awarding the project to Larson and Larson Builders based upon the Board's review and approval of the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.

If you have any questions regarding the above information, please contact me at your convenience.
Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Scott R. Johnson", written over a horizontal line.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 24-020 file

**BID TAB New AG Building @
Highland College**

June 11, 2024

RLJA #24-020

BIDDERS	BID GUAR.	ADDM RCPT.	SITE INSPCT	CERTS	BASE BID	UNIT PRICES
						Removal of Unsuitable Soil - Cu.Yd.
Gehrke Construction 421 Grove Street DeKalb, IL 60115	5%	2	Yes	Yes	\$915,915	\$52.75
Larson & Larson Bldrs 5612 Industrial Ave. Loves Park, IL 815-633-1773	5%	2	Yes	Yes	\$895,500	\$65.00
Nicam Construction 3143 Business 20 W Freeport, IL 815-616-8126	5%	2	Yes	Yes	\$1,046,000	\$40.00
Sjostrom & Sons 1129 Harrison Avenue Rockford, IL 815-226-0330	5%	2	Yes	Yes	\$955,444	\$55.00
Winter Construction 1840 S. Walnut Ave. Freeport, IL 815-238-5581	5%	2	Yes	Yes	\$970,000	\$55.00

**AGENDA ITEM #VIII-D-6
JUNE 25, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**FAMILY YMCA OF NORTHWEST ILLINOIS
CHILD CARE AND TRAINING CENTER LEASE AGREEMENT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board enters into a lease agreement with the Family YMCA of Northwest Illinois for occupancy by the YMCA Child Care Center in Building “T” at the following monthly rates:

\$965 July 1, 2024 through June 30, 2025
\$985 July 1, 2025 through June 30, 2026

The Board further authorizes the College President and Board Secretary to execute the agreement by appropriate signatures.

BACKGROUND: The recommendation provides for the renewal of the lease agreement with the YMCA for a two-year period, with a provision of an extension of an additional year if renewed by the YMCA. The YMCA will be responsible for 90% of the costs for utilities, contractor services, and maintenance supplies and 100% of the costs for custodial services, custodial supplies, and telephone services. The new rates represent a 2% increase.

BOARD ACTION: _____

***Highland Community College and YMCA
Child Care and Training Center Agreement***

This Lease Agreement (this "Lease") is effective July 1, 2024, by and between Highland Community College ("HCC"), and Family YMCA of Northwest Illinois ("YMCA"). The parties agree as follows:

WHEREAS, HCC and the YMCA initially entered into a lease/use agreement for the building located at 2998 W. Pearl City Road, Freeport, Illinois 61032 on May 2, 2001; and

WHEREAS, HCC and the YMCA have amended the lease on four prior occasions and the parties remain satisfied with the working relationship between the parties; and

WHEREAS, the current agreement expires on June 30, 2024, and HCC has requested execution of a new lease agreement reflecting the nature of the relationship on a going-forward basis.

NOW THEREFORE IT IS HEREIN AGREED AS FOLLOWS:

1. **PREMISES.** HCC, in consideration of the lease payments provided in this Lease and of the covenants and agreements to be performed by YMCA as set forth herein, leases to YMCA Child Care and Training Center located on the Campus of Highland Community College (the "Premises") located at 2998 W. Pearl City Road, Freeport, Illinois 61032.
2. **LEGAL DESCRIPTION.** A depiction of the Premises is attached as *Exhibit A* hereto. Either party, as its option, may at its own expense cause a legal description of the Premises to be prepared, and such legal description shall be incorporated into this Lease, subject to reasonable objection of the other party.
3. **TERM.** The lease term will begin on July 1, 2024 and will terminate on June 30, 2025.
4. **LEASE PAYMENTS.** YMCA shall pay to HCC lease payments as indicated in the following table, payable on the first day of each month to HCC at 2998 W. Pearl City Road, Freeport, IL 61032, which address may be changed from time to time by the HCC.

<u>Time Period</u>	<u>Amount per Month</u>
July 1, 2024 – June 30, 2025	\$965
July 1, 2025 – June 30, 2026	\$985

5. **POSSESSION.** YMCA shall be entitled to continue possession on the first day

of the term of this Lease, and shall yield possession to HCC on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or in the event of earlier termination as provided herein. At the expiration of the term, YMCA shall remove its goods and effects and peaceably yield up the Premises to HCC in as good a condition as when delivered to YMCA, ordinary wear and tear excepted.

6. **USE OF PREMISES.** YMCA may use the Premises only for the provision of child care and related services. The Premises may be used for any other purpose only with the prior written consent of HCC, which shall not be unreasonably withheld. YMCA shall notify HCC of any anticipated extended absence from the Premises not later than the first day of the extended absence.

HCC will have preferred use of all observation areas (rooms 18, 23, 29, and 24 on Exhibit A), and one drop off/classroom (room 33 on Exhibit A). HCC will have shared use of the staff lounge (room 5 on Exhibit A) corridors, and restrooms.

Use of shared areas and specific areas will be outlined in attachment and be reviewed on an annual basis. See *Exhibit A*.

7. **PARKING.** YMCA shall be entitled to parking privileges as consistent with HCC Campus parking regulations.
8. **PROPERTY INSURANCE.** HCC shall obtain and maintain a comprehensive fire and extended coverage and casualty insurance policy on the premises with a reputable insurance company, insuring the premises against any damage by fire or other casualty in an amount and on terms which are acceptable to HCC. HCC shall be the named insured on the policy and shall receive all payments in the event of a loss and YMCA shall have no interest therein.

HCC and YMCA shall each procure and maintain at their own expense insurance on the contents and tangible personal property owned by each party which are in the subject premises.

9. **LIABILITY INSURANCE.** YMCA shall maintain comprehensive general liability insurance on the Premises in an amount not less than \$1,000,000.00, combined single limit per occurrence. On an annual basis, YMCA shall deliver certificates of insurance, or at HCC's option, copies of insurance policies to HCC as proof that adequate insurance is in force issued by companies reasonably satisfactory to HCC. HCC shall receive sixty (60) days advance written notice from the insurer prior to any termination of such insurance policies. HCC shall be named as an additional insured on all such policies.
10. **RENEWAL TERMS.** Subject to the provisions of Section 28, this Lease may be renewed by YMCA for one additional one (1) year period by providing written evidence to HCC no later than 120 days prior to the expiration of the current term. In the event of such renewal, all terms hereof shall remain in full force and effect but the monthly rent shall be increased 5%. No renewal may be elected after the one year, absent mutual agreement of the Parties..

11. **TERMINATION.** YMCA may terminate this lease upon 180 days prior notice in the event that YMCA determines, in good faith and in its reasonable judgment, that YMCA's continued operations upon the Premises are not economically feasible. It is understood that this right to termination shall *not* constitute a right to termination for convenience, and that such right shall accrue only in the event that YMCA can clearly demonstrate the economic unfeasibility of its continuing operations on the Premises. In the event of Termination under this section, YMCA shall be liable for rental payments pro-rated through the date of termination, in addition to any other costs or charges incurred through the date of termination.
12. **OBLIGATIONS.** HCC's obligations for maintenance shall include:
- the roof, outside walls, and other structural parts of the building
 - the parking lot, driveways, and sidewalks
 - snow and ice removal up to 20 feet away from the entrances to the building
 - the sewer, water pipes, and other matters related to plumbing
 - the electrical wiring and systems
 - the HVAC system
 - all other items of maintenance not specifically delegated to YMCA under this Lease.

YMCA's obligations for maintenance shall include:

- reasonable and customary cleanliness
- all custodial supplies, services, and equipment
- snow and ice removal within 20 feet from the entrances to the building

13. **COST SHARING.** YMCA shall be responsible for 90% and HCC shall be responsible for 10% of charges for the following utilities and services. HCC shall arrange and pay for the following utilities and services in connection with the Premises subject to the YMCA's obligation to reimburse it for 90% of the costs for said services:
- electricity
 - water and sewer
 - maintenance services performed by a contractor
 - refuse disposal
 - maintenance supplies
 - Campus computer system wiring

YMCA shall be responsible for 100% of charges for the following utilities and services. YMCA shall arrange and make payment for the following utilities and services in connection with the Premises:

- custodial services
- custodial supplies
- telephone service
- administrative computers and equipment for child care

Any changes to above in this section must be agreed to in writing by YMCA and HCC.

- 14. DESTRUCTION OR CONDEMNATION OF PREMISES.** If, other than through the acts or omissions of the YMCA's employees and/or agents, the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of YMCA's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, HCC shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is (a) not repairable within sixty days; (b) if HCC is prevented from repairing the damage by forces beyond HCC's control; or (c) if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by YMCA shall be apportioned and refunded to it. YMCA shall give HCC immediate notice of any damage to the Premises, but in no event longer than 24 hours from the date of damage or incident. If the premises are damaged due to the negligent acts or omissions of the YMCA's employees and/or agents, the lease payments shall not abate during any period of repair or as a result of condemnation.
- 15. DEFAULTS.** YMCA shall be in default of this Lease if YMCA fails to fulfill any lease obligation or term by which YMCA is bound. Subject to any governing provisions of law to the contrary, if YMCA fails to cure any financial obligation within 30 days after written notice of such default is provided by HCC to YMCA, HCC may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing HCC's rights to damages. In the alternative, HCC may elect to cure any default and the cost of such action shall be added to YMCA's financial obligations under this Lease. YMCA shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by HCC by reason of YMCA's defaults. All sums of money or charges required to be paid by YMCA under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
- In the event of a default by HCC, YMCA shall give HCC thirty (30) days' written notice of the default and if HCC fails to cure the default within said time period, YMCA shall have all remedies available under the terms of this Lease or Illinois law. In the event of such default by HCC, HCC shall pay all costs, damages and expenses (including reasonable attorney's fees and costs) suffered by YMCA by reason of the HCC default.
- 16. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- 17. REMODELING OR STRUCTURAL IMPROVEMENTS.** YMCA shall have the obligation to conduct any construction or remodeling (at YMCA's expense) that may be required to use the Premises as specified above. YMCA may also construct such fixtures on the Premises (at YMCA's expense) that appropriately

facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the HCC which shall not be unreasonably withheld. YMCA shall not install awnings or advertisements on any part of the Premises without HCC's prior written consent. At the end of the lease term, YMCA shall be entitled to remove (or at the request of HCC shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease. Costs associated with approved remodeling or constructions will be the obligation of the YMCA unless otherwise negotiated with HCC. YMCA shall submit plans and specifications for HCC's approval prior to carrying out any remodeling or construction on the Premises, and shall conform with HCC's reasonable requirements for such construction, including code compliance, contractor insurance, and production of required lien waivers.

18. **ACCESS BY HCC TO PREMISES.** Subject to YMCA's consent (which shall not be unreasonably withheld), HCC shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, YMCAs or workers. However, HCC does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, HCC may enter the Premises without YMCA's consent.
19. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, YMCA agrees to indemnify, hold harmless, and defend HCC from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which HCC may suffer or incur in connection with YMCA's possession, use or misuse of the Premises, except HCC's act or negligence.
20. **DANGEROUS MATERIALS.** YMCA shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of HCC is obtained and proof of adequate insurance protection is provided by YMCA to HCC.
21. **COMPLIANCE WITH REGULATIONS.** YMCA shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, YMCA shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
22. **EMERGENCY COMMUNICATION COORDINATION.** HCC and the YMCA shall coordinate communication in case of HCC and/or YMCA emergencies.
23. **MECHANICS LIENS.** Neither the YMCA nor anyone claiming through the YMCA shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, YMCA agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be

valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the YMCA.

24. **SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by HCC, with respect to the Premises.
25. **ASSIGNABILITY/SUBLETTING.** YMCA may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the YMCA (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of HCC.
26. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

HCC:

Highland Community College
2998 W. Pearl City Road
Freeport, IL 61032

YMCA:

YMCA of Northwest Illinois
2998 W. Pearl City Road
Freeport, IL 61032

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

27. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Illinois.
28. **SPORT FACILITY UPDATING & REMODELING PROJECT.** Both HCC and the YMCA acknowledge that mutual conversations are ongoing regarding the remodeling of the sports facilities that are near and/or contiguous to the space being used by YMCA under this Agreement. Each Party acknowledges and commits to undertaking in good faith efforts to reach agreement and understanding on any modification (both temporary or permanent) to this Agreement necessary to undertake, during the term, any construction or remodeling of the same that impacts YMCA's use of the Leased Premises as set forth in Section 6. The YMCA acknowledges that HCC may undertake planning and initial construction activities intended to facilitate remodeling during the Lease term; provided, however that HCC hereby acknowledges and agrees that any such planning and initial construction activities shall be limited to those activities that do not unreasonably interfere with the YMCA's continuous use of the Lease Premises as provided in Section 6 and as required by the YMCA's contractual agreements with its customers.

29. **ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. During the year prior to the end of this Lease, representatives from HCC and YMCA will develop and implement continuing options for sharing the cost of operation of the premises beyond term of this lease. This agreement shall reflect and be consistent with other such agreements currently in effect between HCC and YMCA.
30. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
32. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Highland Community College

By: _____ Date: _____
Chris Kuberski
President

Attest: _____ Date: _____
Terri Grimes
Board Secretary

YMCA of Northwest Illinois

By: _____ Date: _____
Rich Haight
Executive Director

Exhibit A

