BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

BOARD POLICIES AND PROCEDURES

FOR MANAGEMENT AND GOVERNMENT

2011-2012
Adopted December 1, 2011

Revised
2/06/2025

BOARD POLICY AUTHORITY

These Policies and Procedures are promulgated pursuant to the Illinois Public Community College Act, as amended.

These Policies and Procedures apply to all property under the charge and control of the Board and to all persons entering in or on such property. Unless otherwise stated herein, property under the charge and control of the Board referred to as "property" and "public space" includes controlled entrances, lobbies, corridors, theaters, and auditoriums when used for public meetings.

These Policies and Procedures shall become effective upon their adoption by the Board of Trustees of the City Colleges of Chicago ("CCC").

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois
City Colleges of Chicago
180 North Wabash Avenue, Suite 200, Chicago, IL 60601

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Marshall E. Hatch, Sr., Vice Chair
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ARTICLE 1
BUSINESS AND FINANCE

1.1 FISCAL YEAR

The fiscal year of the District shall begin on July 1st of each year and conclude on June 30th of the following year.

1.2 BUDGET

The Board of Trustees (the "Board") shall adopt an annual budget and any additional or supplemental budget which, at the discretion of the Board, may be published in a budget book.

1.2.1 Fund Balance

The unrestricted fund balance shall be equal to 3% of the total annual actual operating expenses within the unrestricted funds (Education Fund, O&M Fund, Auxiliary/Enterprise Fund, and Working Cash Fund). Any excess shall be transferred by the Chief Financial Officer or Treasurer to the O& M (Restricted) Fund during the annual close of the fiscal year.

1.2.2 Policy Guidelines

Guidelines related to policies and financial matters contained herein, will be compiled and disseminated by the Chief Financial Officer.

1.3 FINANCIAL REPORTS

The Chief Financial Officer shall present to the Board periodic summaries of the financial condition of the District showing the status of Board finances.

1.4 DEPOSITS

All funds of the District shall be deposited from time to time to the credit of the District in Board-approved banks, trust companies or other depositories upon recommendation of the Treasurer with approval of the Chief Financial Officer.

1.4.1 Agency Account

All monies from approved agency account transactions shall be deposited from time to time by the colleges on behalf of student organizations. These funds will be credited to a District bank account that has been authorized and approved by the Board. The District will track and reconcile these funds on the District's general ledger and provide reporting, as needed.

1.5 INVESTMENT AND DEPOSITORY POLICIES.

At its annual meeting, the Board shall, by Resolution, designate the methodology to be utilized for investment of funds, and other financial matters pertaining to depositories.

Short-term investments of cash shall be those which are estimated to be needed within twelve [12] months from the date of availability for investment. Such short-term investments shall be made by the Treasurer or other individual(s) designated by the Board, upon recommendation of the Chancellor, in accordance with the Board's Short-term Investment Policy. In accordance with the Policy, each

investment trade shall be subject to approval of the Chief Financial Officer prior to trade date. In accordance with the Policy, the Treasurer shall submit a written quarterly report to the Board summarizing all transactions in sufficient detail to enable the Board to determine that the transactions are in accordance with its investment policies and state law. The Treasurer shall make an annual presentation to the Board.

Medium/long-term investments of cash shall be those which are not estimated to be needed within twelve [12] months from the date of availability for investment. Such medium/long-term investments shall be handled by outside money manager(s) selected by the Board, upon recommendation of the Chancellor, in accordance with the Board's Medium/Long-Term Investment Policy.

In accordance with the provisions of the Policy, the Treasurer shall monitor all transactions of the outside money manager(s). Each money manager shall submit a written quarterly report to the Board summarizing all transactions by the money manager in sufficient detail to enable the Board to determine that the transactions are in accordance with its investment policies and state law. Each money manager shall make an annual presentation to the Board.

1.5.1 Authorization of Investment Representatives.

The Chairman of the Board and Chancellor are authorized to designate the individuals and outside money managers to fulfill the duties outlined in Section 1.5 above, subject to formal ratification by the full Board at its next regularly scheduled meeting.

1.5.2 Other Financial Policies.

In addition to the Investment Policies outlined above, the Board shall adopt Resolutions pertaining to the following as needed:

a. Board-Approved Depositories

b. Authorized Signatures for Depository Accounts

c. Designated Investment Accounts

1.5.3 Certification of Investment Policies.

The Secretary or Assistant Secretary of the Board is authorized to certify a copy of the official Board Resolutions and policies enumerated herein in Section 1.5.2 and the names and signatures of the officers authorized to act. The investment entity(s) is authorized to rely upon such Board Resolutions or policies until formally advised by like certification of any changes therein.

1.6 PAYMENT TERMS

In order to maintain compliance with the State Prompt Payment Act, City Colleges of Chicago (CCC) will pay all invoices within 60 days from the final invoice receipt date (Net 60).

CCC payment terms are Net 60 unless vendor terms provide a trade discount for quick payment (e.g., 2% in 10 days).

1.6.1 Disbursement Authority

The Chairman, Vice Chairman, Chief Financial Officer and the Treasurer shall be authorized to issue appropriate payments (check or electronic) to pay the salaries and wages of employees and related benefits; as well as pay vendors, reimburse students and employees for expenses without additional approval of the Board.

All issued checks shall require two (2) digital signatures from among one of the following: the Board Chair, the Treasurer or other signatory authorized by the Board.

All payments in an amount in excess of $500,000 shall require an additional manual approval from among one of the following: the Chief Financial Officer, Associate Vice Chancellor of Finance or other signatory authorized by the Board prior to release of the payment.

1.7 CASH RECEIPTS POLICIES

All collections of cash, money orders or checks for payments of tuition, fees, fines and other miscellaneous revenues must be done at the Business Office, District Office Finance Department or by Board approved vendors and only by the staff designated to receive funds.

1.7.1 Vault/Safe Access

Physical access to the business office vault/safe must be limited to the Executive Director or designees.

Access to funds deposited into the electronic safes will only be granted to the Board approved armored car vendor.

1.8 STUDENT ACTIVITY FUNDS - ALLOCATION, MANAGEMENT AND EXPENDITURE OF FUNDS

1.8.1 Allocation

The Board shall, from time to time by resolution duly adopted, establish a sum per regular college credit hour, per College to be allocated to the Student Government for student activities each fiscal year. All monies allocated are the property of the Board and shall be deposited in the appropriate account.

No commitment or obligation may be made on behalf of the College without prior written approval of the College President or the President's designee. Students are personally liable for those commitments or obligations made without such written approval. Failure to obtain approvals can result in the student being held personally responsible for debts incurred.

1.8.2 Student Activity Fund

The Student Government shall determine the allocation of the Student Activity Fund with the approval of the College President or the President's designee(s), the Dean of Student Services and/or the Director of Student Activities, and in accordance with these Policies.

Student Government may submit requests to the appropriate administrative office of the College

for the expenditure of funds. These requests may be approved if they are expenditures for student activities and if they are consistent with applicable law, Board Policies and local college policy. District funds may not be used for charitable, sectarian, religious or political activities at any of the City Colleges of Chicago.

1.8.3 College Newspaper

Each College may publish a newspaper funded by the Education Fund. The College President and the newspaper staff shall determine the number of copies and issues and the size of the newspaper. A newspaper budget will be established and shall follow customary practice and cost efficient standards. The College President may suspend publication of the newspaper if, in the President's judgment, financial irregularities are taking place. The Student Government is not obligated to assist in funding the student newspaper; however, it may choose to do so.

1.8.4 Board Regulations Regarding Expenditures

Students may not bind the College or the District to contractual agreements or otherwise authorize the expenditures of College funds. When making purchases, students must follow District procedures. Each request for expenditure must be consistent with the Student Government's approved budget. If any Student Government request for expenditure of monies is denied at the College, the College President shall notify the Student Government in writing. The Student Government shall then have the right to appeal that decision to the Chancellor, whose decision shall be final.

1.8.5 Authorization of Student Activity Expenditures

Student requisitions will be authorized and processed by the College in accordance with Section 2.2 of the Board Policies and Procedures for Management and Government.

1.8.6 Student Travel

Students must follow the same travel guidelines as City Colleges of Chicago personnel. Student travel expenses will be processed by the College in accordance with District reimbursement policies and procedures.

1.8.7 Budgeting Guidelines

By law, Student Government expenditures may not exceed the Student Activities fund appropriations adopted by the Board in the annual City Colleges of Chicago budget. Therefore, each College's Student Government shall develop and approve a Student Activities budget within thirty (30) days after the beginning of the Fall Semester.

The Student Government may allocate no more than ten percent (10%) of the monies allocated for student activities for its own activities and expenses.
Provisions for the Student Government Finance Committee or other budget/finance committees shall be detailed in the Student Government Constitution and/or Bylaws.

Each Student Government budget shall indicate appropriations in the form of specific line items and shall be developed with consideration given to the total allocation and alternative plans for its use.

1.8.8 Relationship with the College Business Office

The Student Government President and the Student Government Finance Committee shall work closely with the College Business Office in the management and monitoring of student funds and the development of the Student Government budget.

1.8.9 Agency Account Withdrawals

Withdrawals from an Agency Account will be processed by the College in accordance with the student club operations manual and shall comply with all District procurement policies and procedures.

1.8.10 Student Government Responsibility for Funds Allocated

Student Government shall develop budget guidelines for the allocation of activity funds. These budget guidelines shall contain provisions for the monitoring and review of each activity's expenditures and for allowing each to question what it may deem unfair or improper allocations.

1.9 TRAVEL REIMBURSEMENT AND ALLOWANCE POLICY

The primary means of purchasing valid goods and services necessary for conducting City Colleges of Chicago (CCC) business is the procurement process and not the reimbursement process.

1.9.1 Acknowledgement Agreement

Annually Employees electronically sign an Acknowledgement Agreement indicating that they understand and accept the terms of the Employee Reimbursement and Travel Allowance Policy. Failure to comply with this Policy and the related procedures may result in the employee being accountable for any questionable expenditure and subject to disciplinary action up to and including termination of employment.

1.9.2 Allowable/Unallowable Types of Expenditures

Allowable:
Employees may incur reimbursable expenses in the course of doing CCC business, which may include taxi fare for times when public transportation is not available; travel expenses for pre-approved conferences; mileage, etc., that are allowed as detailed under this travel policy and district procedures.

Unallowable:
Below is a listing of expenditures that are not considered appropriate when conducting CCC business. This listing is not intended to be an exhaustive listing of all unallowable expenditures. If in doubt about a potential expenditure, the employee should discuss with his/her manager or the Chief Financial Officer (CFO).

Unallowable/Restricted Expenditure Types

a. Local Business Meals (within the 50-mile Chicago Metropolitan Area), except where contractually obligated per bargaining agreement or when an Officer of the District (OD) conducts an important business meeting with a current or potential business partner, as long as request for reimbursement is properly documented and approved in advance).

b. Refreshments/Food (for meetings), except for student-related events and CCC-wide faculty and staff professional development events only.

c. Food, Supplies or Other Costs (for employee events/holiday parties/birthdays etc...)

d. Gifts/Flowers/Gift Cards

e. Alcoholic Beverages/Tobacco Products/Controlled Substances

f. Personal Items or any other item deemed inappropriate/unnecessary

g. Sponsorships/Donations

h. Entertainment/Recreational Activities

i. Appliances (e.g., microwaves, refrigerators, coffee makers)

j. Kitchen Textiles (e.g., napkins, cups, utensils used in break rooms)

k. Office Decor Items

l. Traffic Citations/Parking Violations/ Fines and Penalties

m. Sporting Goods

n. Personal Car Washes or car washes for company vehicles done outside of CCC's approved contracts

o. Cash Advances except those provided for student related activities and those provided to coaches, per the athletic policy/guidelines

p. Capital Equipment/Construction Office Supplies

q. Software and Related Licensing Agreements

r. Professional or Trade Licenses required for employment (unless stated in bargaining agreement or prior approval granted by CFO)

s. Supplies and Materials for which CCC has a contract to purchase

1.9.3 Travel and Expense Reimbursements

Employees traveling on behalf of and for the benefit of the District are expected to exercise good judgment in managing travel costs and make every effort to ensure that the cost of travel is as economical as possible.

Travelers must comply with **all** District travel and reimbursement policy/procedures; as well as state statutes, which include but are not limited to:

a. Maximum allowable reimbursement for hotel, meal and incidental expenses (outside Chicago region **only**, unless **prior** written exception has been granted by CFO) will be based on GSA per diem rates set by the federal government each year (rates change each October) determined by the travelers destination. The GSA search tool is available at this link http://www.gsa.gov/portal/category/104711 .

    - Any amount to be reimbursed to an officer or employee of the district that **exceeds** the maximum allowable reimbursement will require a roll call vote by the Board. In the case of

an emergency or extraordinary circumstances, as approved by the CFO or Chancellor, expense may exceed the maximum allowable amounts but require ratification by the Board at the next scheduled Board meeting.

- Meals are reimbursed at 75% of the per diem rate for the first and last day of travel.
- Meals will **not** be eligible for reimbursement when they are included in the cost of the conference or event.

b. Travelers covered by a collective bargaining agreement are required to comply with all district travel and expense reimbursement policies and procedures, including per diem maximums, as stated in paragraph 1.9.3.a. Total reimbursement will equal the maximum allowable per traveler outlined in their collective bargaining agreement (e.g., hotel, meals, registration, and transportation). See section 1.9.3.a which requires a roll call vote by the Board, if maximum is exceeded.

c. Travelers **not** covered by a collective bargaining agreement are required to comply with all district travel and expense reimbursement policies and procedures and will be reimbursed up to the per diem maximums, as stated in paragraph a. above. The maximum allowable reimbursement for modes (air, rail, bus and car rental) of transportation will be $1,000.00. See section 1.9.3.a which requires a roll call vote by the Board, if maximum is exceeded.

d. Prior authorization, excluding mileage for local travel (50 miles or less).

e. Identified available funding is required for all reimbursements, regardless of dollar amount.

f. Expenditures that are prohibited by District procurement policy and procedures; as well as state statutes are unallowable and are not considered appropriate when conducting business on behalf of the District.

g. Supporting documentation is required to be submitted timely for all travel expense requests to appropriately substantiate expenses, regardless of dollar amount.

- Employees **must** electronically submit a completed signed Expense Reimbursement Report Request along with supporting documentation for the allowable business expenditures **within 15 business days** of purchase or last day of travel to his/her manager (first line approver) for approval. If the request is submitted for approval after the 15th business day the Office of Finance has the authority to reduce the Employee Expense request up to 20%.

  All expenditures must be substantiated by the following supporting documentation:
  - Reason and purpose of the purchase, as well as why the item was not purchased via the normal purchase order/procurement process.
  - Original receipts with proof of payment, which include vendor name, date of purchase, individual items itemized with exact dollar amounts.
  - Additional supporting documentation (packing slips, etc.) must also be original. This would include documentation of any pre-approval for expenditures.
  - In case of cash advance, if the authorized reimbursement request and supporting documentation is not submitted within 30 days, the advance may be included as taxable income on the recipients W-2.

- If original receipts and/or supporting documentation are unavailable the employee must provide a written explanation and signed certification stating the reason the original is unavailable.

1.9.4 Mileage

Public transportation or the District shuttle are the preferred methods of local transportation; although it is recognized that there are times when these modes of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons.

Local mileage reimbursement is for travel related to the performance of an employee's regular job duties (e.g., occasional required meetings and/or professional conferences within the city).

Travelers must comply with all District travel and reimbursement policy and procedures; as well as state statutes, which include but are not limited to:

a. The use of the employee's personal automobile will be reimbursed at the current **IRS published rate for authorized official travel.**

b. Must be a full-time or part-time CCC employee. Employees who are assigned a CCC- owned vehicle are not eligible for mileage reimbursement.

c. Must be a Licensed driver and carry insurance that meets or exceeds minimum policy limits, as required by Illinois State Statues

d. Responsible for all parking/red light violations and moving violations incurred while driving.

e. Independent consultants and contractors are not eligible for mileage reimbursement.

f. Supporting documentation is required to be submitted timely.

1.9.5 Vehicle Allowance

Employees who travel frequently as part of their core responsibilities will receive a monthly allowance approved by the Board. Individuals who receive a vehicle allowance may not submit fuel, parking or mileage for reimbursement.

a. Employees holding the following titles will receive a $175 monthly vehicle allowance:

   - Director of Business Development
   - Associate Director of Legislative Affairs
   - Community Affairs Liaison
   - Community Outreach Worker and College Recruiter

1.9.6 Authorization for Trustee reimbursement

Any reimbursement to a Trustee, regardless of amount, requires a roll call vote by the Board for approval.

1.9.7 Noncompliance

The District will deny reimbursement for expenditures which do not comply with District policy/procedures. Unreasonable, exorbitant, improper, or unsubstantiated charges will be denied.

1.9.8 Fraud

An employee who knowingly misrepresents the facts concerning reimbursements or official District business or who files or signs any reimbursements forms which contains deliberate false statements given with intent to defraud the District may be subject to both administrative and/or disciplinary action, including the possibility of termination and criminal action.

1.9.9 PETTY CASH POLICY

Petty Cash funds (including Contingency funds) are prohibited.

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ARTICLE 2
PURCHASING

2.1 PURCHASING AND CONTRACTING POLICIES.

No purchases shall be made except as provided by Illinois law, or Board Policies and Procedures for purchasing. No officer or employee not expressly authorized by Illinois law or Board Policies and Procedures shall make any purchase(s) on behalf of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois or enter into any contract, verbal or written, to purchase any apparatus, equipment, supplies, service, repairs, goods, wares or merchandise of any kind or description, or accept any of the aforementioned without the appropriate approval(s) by those authorized to do so. Any contract, verbal or written, made in violation of Illinois law or Board Policies and Procedures for purchasing is deemed null and void as to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

CCC has policies and procedures for the procurement of goods and services. Therefore, staff is not authorized to make any commitments on behalf of CCC without an original purchase order approved by the authorized department head. Employees that make commitments or purchases without a properly approved Purchase Order will be personally responsible for the payment of the goods or services ordered and may be subject to disciplinary action, as stated in the CCC Employee Manual.

2.2 GOODS OR NONPROFESSIONAL SERVICES.

Goods or nonprofessional services, hereinafter referred to as goods, should be purchased from the vendor who can provide the required goods at the lowest price available.

2.3 REQUISITION PROCESS.

The originating/user department must submit a requisition to the College Business Office or the District Office departmental designee for the issuance of a purchase order. The requisition must be approved by the department head or designee. The requisition must include the name, telephone number, address, city, state, zip code and contact person of vendor.

The requisition must include the name of the person and department making the request, budgetary coding, and delivery address, date of requisition, terms of payment and shipping terms. The requisition must list the commodity code of item/s to be purchased plus a complete description of all goods or services.

Generally, multiple prices must be obtained each time a purchase is made. Methods should be used to maximize the possibility of CCC obtaining the desired goods at the lowest possible price. Splitting purchases to reduce the procedural requirements for obtaining multiple price quotes or bids is strictly prohibited and may be subject to disciplinary action.

CCC recommends the use of the following purchasing consortiums to take advantage of the volume discounts allotted: City Colleges of Chicago are participants of the following consortiums: Illinois Community College System Purchasing Consortium (ICCSPC) and US Communities Governmental Purchasing Alliance.

Purchases of less than $1,000:

Competitive bidding is not required. Such items may be purchased from any vendor offering the required goods or services at a reasonable price. Price comparison is highly recommended.

Once the above process is completed, the College Business Office or District Office department designee will prepare and issue the purchase order to the lowest responsible bidder for purchases up to $5,000.

Purchases of $1,000 but less than $2,500:

The department making the purchase must obtain three price quotations from vendors who stock the goods or offer the same services. Price quotations may be obtained over the telephone, in person, or in writing. The quotations must be summarized on a bid recapitulation sheet and attached to the requisition form. If three quotations are not obtained, an explanation must be provided on the bid recapitulation sheet and sent to the College Executive Director of Business Operations or District Office departmental designee for approval prior to acquiring the goods and/or services. The bid recapitulation sheet can be downloaded from the CCC intranet. The web address is: http://intranet.co.ccc.edu/finance/procurement_forms.asp

Once the above process is completed, the College Business Office or District Office department designee will prepare and issue the purchase order to the lowest responsible bidder for purchases up to $5,000.

Purchases of $2,500 and up to $25,000:

Informal competitive bidding is required and therefore each user department must obtain three written bid quotations, with at least one being a certified MBE or WBE vendor, specifically describing the goods or services and their prices. The bid quotation describing the goods and specific price(s) may be obtained either on a bid-quotation form or on the vendor's letterhead stationery. In either case, the bid must be written in ink or typed and signed by an authorized representative of the vendor. If at least three bids are solicited, but fewer than three bids are submitted within at least five working days of the solicitation, the department head may authorize the

purchase after determining that the bids submitted are reasonable. If three bids are not obtained, an explanation must be provided on the bid-recap sheet and submitted to the College Executive Director of Business Operations or the District Office departmental designee prior to selecting the successful bidder. A copy of the scope provided to the vendors must be attached to the bid recap sheet to ensure all vendors received the same information. The bid recapitulation sheet can be downloaded from the CCC intranet.

The web address is:
http://intranet.co.ccc.edu/finance/procurement_forms.asp

Prices obtained through informal competitive bidding may be used for the period stated in the quotation, or for 90 days, whichever is shorter.

All purchases requiring bids must be summarized on a bid recapitulation (bid recap sheet and attached to the purchase requisition. The bid recapitulation sheet can be downloaded from the CCC intranet.

The web address is:
http://intranet.co.ccc.edu/finance/procurement_forms.asp

The solicitor of bids must sign the recap sheet. At least one of the three quotes must be obtained from a certified minority or woman owned business (MBE or WBE). Prior to submittal to the Business Office or District Office department designee, the bid recap must be faxed to the Office of M/WBE Contract Compliance for review and approval.

A list of certified M/WBE vendors can be acquired from CCC's Intranet (http://webapps.ccc.edu/mbewbesearch), CCC's Internet website (http://www.ccc.edu/MBEWBEVendorSearch.asp) or the Office of M/WBE Contract Compliance.

Once the above process is completed, the College Business Office or District Office department designee will prepare and issue the purchase order to the lowest responsible bidder for purchases up to $5,000. The Department of Administrative and Procurement Services will issue the purchase order to the successful vendor for purchases in excess of $5,000.

Purchases in excess of $25,000:
Formal competitive bidding is required. Formal competitive bidding requires that the initiating department prepare written specifications describing the required goods or services. The specifications shall be reviewed by the Department of Business and Procurement Services to ensure that the specifications are complete and in the proper form. Specifications shall be prepared as objectively as possible,

so that the advantage provided to any particular vendor is based on the appropriateness of that vendor's product.

Once the above process is completed, the College Business Office or District Office department designee will prepare and issue the purchase order to the lowest responsible bidder for purchases up to $5,000. The Department of Administrative and Procurement Services will issue the purchase order to the successful vendor for purchases in excess of$5,000.

2.4 FORMAL COMPETITIVE SELECTION.

In accordance with State Law, all single purchases exceeding $25,000 require competitive bidding. The methods for competitive bidding will be determined based on the commodity requested.

A. Sealed Bids

A Sealed Bid is a competitive bidding process whereby the College or department knows exactly what they want and are therefore looking for the best possible price. The description of the goods or services may be either performance based or product based.

Performance-based specifications describe the goods needed by detailing the performance required of the goods. For example, specifications for a calculator would list all the mathematical functions that the calculator must perform.

Product-based specifications describe the goods by identifying a specific product which would be acceptable, and requesting a price on that item or its equivalent. For example, calculator specifications might include prices on Texas Instruments Model TI-1795, or its equivalent. When product specifications are used, a bid on an equivalent product must include specifications demonstrating that the goods bid are substantially equivalent.

The terms of the purchase may include payment terms, prevailing wage requirements, bid-deposit requirements, women business enterprise ("WBE") requirements, and minority business enterprise ("MBE") requirements. (WBE's and MBE's are businesses wholly or partly owned by women or minorities.). The Department of Business and Procurement Services will determine which conditions are required for particular purchases, and include the appropriate terms in the specifications. The Office of M/WBE Contract Compliance will determine the vendor's adherence to the Board approved Participation Plan. Sealed Bids are publicly opened on the due

date. The award is based on the lowest responsible and responsive bidder that meets all specifications of the bid. Justification must be provided and approved by the Chancellor, President or Vice Chancellor if the low bidder is not accepted.

B. Request for Proposal

Request for Proposal ("RFP") is a variation of the sealed bid process and includes evaluation criteria where price is not the only consideration. This may be used where matters of service, maintenance, or non-price issues are of paramount importance. The criteria that will be considered for evaluating the proposal must be detailed in the bidding documents. Recommendation for award is based on the highest ranked firm(s). The proposals are not publicly read aloud.

C. Advertising- Formal Bids

1) All competitive bidding documents are distributed by the Department of Administrative and Procurement Services for public advertising.

2) In accordance with State law, an advertisement announcing the goods or services sought, the availability of bid specifications, and the bid opening date, time and place must be placed a minimum of ten days before the bid opening in a local newspaper. Following the advertisement, the newspaper will send the Department of Business and Procurement Services a letter verifying that the advertisement was published. The letter will be retained in the Department of Business and Procurement Services files.

3) On the day that the advertisement appears in the local newspaper, at the discretion of the Department of Administrative and Procurement Services in conjunction with the user department, notice of bid availability will be sent to the registered vendor's in the CCC database for the specific category or commodity. Vendors may be included on the bidder's list by completing a vendor's application form and filing it with the Department of Administrative and Procurement Services. The list of bidders is available for public examination upon 24 hour notice to the Department of Administrative and Procurement Services.

D. Specifications - Formal Bids

Specifications, if applicable, shall be available in the Department of Administrative and Procurement Services during the time between the placement of the advertisement and the bid opening. The deadline for

receipt of bids will be a minimum of ten working days after the advertisement appears.

If the District determines that a substantive change in the bid specifications is required after the bid specifications are distributed but before the bids are due, an addendum will be sent to all bidders stating the change. The number of bid copies for submittal and due dates will be addressed in the bid specification. All bids must be sealed by the bidder and must be opened by a staff member in the Department of Administrative and Procurement Services no earlier than the tenth working day after the advertisement. All bids, excluding RFP's, are opened in public and the contents of the bid read aloud at the time and place advertised. Any bid arriving after this time will be returned unopened to the bidder.

E. Bid Deposit

A bid deposit equal to 5% of the bid amount may be required on all purchases of goods and nonprofessional services exceeding $50,000. This will be determined by the Chief Procurement Officer. The bid deposit may be in the form of a certified check or a cashier's check in the required amount, a letter of credit, or a bid bond.

Bid deposits submitted by unsuccessful bidders are returned approximately 20 days after the bid is awarded. The successful bidder's deposit or bond is kept until the goods are delivered, or the services fully performed.

2.3.1 Determining The Lowest Bidder Or Selection Of Responsive Bidder.

A. Sealed Bids

The lowest bid may be determined either by the price of individual items, or by the total price for all items specified. When prices for several items have been solicited, and different vendors have provided a low bid on individual items, the purchase may be made either from the lowest bidder for each individual item, or from the vendor who made the lowest total bid for all the items specified.

Alternate bids that conform to the specifications may be considered, or technically disqualified. If a low bid is disqualified for failure to comply with specifications, a justification describing the noncompliance must be prepared and maintained on file. A Board Report recommending the purchase from the bidder(s) offering the lowest individual or total price for a product must be submitted to and approved by the Board prior to any purchase.

B. Request for Proposal

The selection of the responsible bidder is conducted by the user department in conjunction with Procurement Services prior to submittal to the Board of Trustees for approval. With all RFP's, written evaluations completed by the evaluation committee must be submitted to the Office of Procurement Services to become part of the contract file.

2.3.2 Annual or Periodic Purchase Orders.

In order to minimize delay and encourage effective planning, prices for goods/services that are purchased regularly should be determined in advance of the purchase. In such cases, the college or the department must make an approximation of the type and the quantity of goods to be purchased during the specified time (not to exceed one year). Bids providing unit prices for such goods should be obtained using the procedure appropriate for the total amount to be purchased during the period. Once the low bid is determined and the necessary approvals obtained, a purchase order for the total amount of the estimated purchases may be issued to the vendor.

Board approval for such purchasing commitments is required if the District-Wide total planned expenditure for a single vendor exceeds $25,000.

2.3.3 Non-Responsive Bids.

A bidder may be considered non-responsive for failing to complete and submit all contract documents, failing to provide signatures on bid proposals and/or failing to provide bid deposits on contracts.

2.3.4 Exceptions.

All purchases and contracts in excess of $25,000 must meet the formal bidding requirements as stated in Section 2.03 of this manual. However, items A through N below are exceptions to this general requirement. Exemption from the Formal competitive bidding procedure does not exclude bids and proposals from complying with the Board approved M/WBE Participation Plan.

While the items listed below are exceptions to the formal competitive bidding process, it all purchasers should perform due diligence in describing a comprehensive scope of services and obtaining the best price.

A. Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part;

B. Contracts for the printing of finance committee reports and departmental reports;

C. Contracts for the printing or engraving of bonds, tax warrants and other evidence of indebtedness;

D. Contracts for materials and work which have been awarded to the lowest responsible bidder, and due to unforeseen revisions, not the fault of the contractor for materials and work, must be revised causing expenditures not in excess of 10% of the contract price;

E. Contracts for the maintenance or servicing of or provision of repair parts for equipment that are made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent;

F. Purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter- connect equipment, software, and services;

G. Contracts for duplicating machines and supplies;

H. Contracts for the purpose of natural gas when the cost is less than that offered by a public utility;

I. Purchases of equipment previously owned by some entity other than the district itself;

J. Contracts for repair, maintenance, remodeling, renovation, or construction, or a single project involving an expenditure that does not exceed $15,000 and not involving a change or increase in the size, type, or extent of an existing facility.

This exception is within the Chancellor's authority and does not require Board approval;

K. Contracts for goods or services procured from another governmental agency;

L. Contracts for goods or services which are economically procurable from only one source such as for the purchase of magazines, books, periodicals, pamphlets and reports, and for utility services such as water, light, heat, telephone or telegraph;

M. Where funds are expended in an emergency and such emergency expenditure is approved by the Chairman of the Board or his designee.

1) $25,000 and less:

The requirement that multiple prices be obtained in advance of a purchase may be waived in cases in which either damage to life or to property could result from the delay caused by soliciting prices, or there is a major disruption of the operation and maintenance of the District. Purchases are to be considered emergencies if one of the following conditions apply: (a) when the District likely would be determined liable for an injury that may occur or for health that may be impaired if action is not taken to remediate the problem quickly, (b) when immediate repair is needed to protect against further loss or damage to property, or (c) when immediate action is necessary to avoid disruption of programs or services. Further, all emergency procedures and transactions must be well documented in writing. In all such cases, the college president, the vice chancellor, or the Chancellor must approve a request for an emergency purchase prior to authorization of the expenditure.

2) Over $25,000:

When considering emergency purchases in excess of $25,000 without competitive formal bidding, such purchases are to be considered emergencies if one of the following conditions apply: (a) when the District likely would be determined liable for an injury that may occur or for health that may be impaired if action is not taken to remediate the problem quickly, (b) when immediate repair is needed to protect against further loss or damage to property, or (c) when immediate action is necessary to avoid disruption of programs or services. In cases where the emergency expenditure will exceed
$25,000, the Chancellor will obtain verbal approval from the Chairman of the Board. Subsequent Board confirmation of any emergency expenditure shall be obtained at the next scheduled Board meeting and must be approved by 3/4 of the members of the Board. Further, all emergency procedures and transactions must be well documented in writing, describing the nature and reasons of the emergency (i.e., who, what, when, where and why, and how much). The Office of Administrative and Procurement Services will develop and maintain files for emergency purchases over $25,000. This file will include all the supporting documentation to justify the nature and circumstances that led to the emergency expenditure. Subsequent Board action confirming that the expenditure was justified on an emergency basis will be included in the file.

N. Other Exceptions

The Chancellor or his designee may approve other purchases which are exempt from the formal bidding process if purchased in amounts less than $25,000.

The following exceptions do not require Board approval however; monthly informational reports will be made to the Board summarizing these types of expenditures:

1) Postage purchases;

2) District-wide professional membership dues;

3) Required costs associated with accreditation and/or recognition visits;

4) Student educational trips;

5) Conferences that include all associated cost;

6) Expenditures procured through the various purchasing consortiums.

2.4 BOARD REPORTS.

All purchases from a single vendor exceeding $25,000 during a fiscal year must be approved by the Board. The Board Report shall include the reason for the purchase, a brief description of the procedure used to select the vendor, a description of the goods being purchased, the purchase price, the budgeted account number and the fund name from which the purchase is to be made.

If the lowest price bid is not selected, a justification explaining the reasons for the rejection must be prepared and maintained on file. The explanation must provide sufficient technical detail to justify the rejection of the low bid.

All Board Reports from the Colleges and District Offices that are for goods or services over $25,000 must be submitted to the Office of Administrative and Procurement Services and the Office of M/WBE Contract Compliance for approval prior to review by the Office of the Board of Trustees and placement on the agenda. Failure to do so will delay approval of the purchases.

The following steps are required with all Board Report submittals:

- Initiating campus/department must enter a requisition to pre-encumber the funds for the purchase being requested.

- Initiating campus/department must complete a Board Report Routing Form for each submittal.

- If service or product is formally bid, initiating campus/department must email the draft of the Board Report along with supporting documentation to the Office of Administrative and Procurement Services. at procurementservices@ccc.edu and the Office of the Board of Trustees attn.: Chief Advisor the Board, Leah Heinecke-Krumhus at lheinecke-krumhus@ccc.edu and Assistant Board Secretary Candace Montgomery at cmontgomery30@ccc.edu.

- Initiating campus/department must deliver a copy of the Board Report Routing Form by the due date with signatures of the President or Vice Chancellor and the Executive Director of Business Operations, Administrative and Auxiliary Services and a copy of the Board Report with all appropriate supporting documentation to the attention of the Chief Procurement Officer.

A copy of the CCC Board Meeting Preparation Handbook can be found on the employee web portal at:

http://portal.intranet.co.ccc.edu/gencounsel/Legal%20Resources%20Management/Forms/ AllItems.aspx

2.5 JOINT PROCUREMENT.

The Board has authorized joint procurement when it has been determined to be advantageous to the District under the following circumstances:

A. Contracts awarded by agencies of the State of Illinois, if such contracts permit this practice;

B. Contracts awarded by other units of local government, if such contracts permit this practice;

C. Orders placed under United States General Services Administration schedules, in accordance with applicable federal regulations;

D. A Request for Proposal ("RFP") issued jointly with one or more other units of local government. All such jointly issued RFP's must clearly state that each unit of local government is only responsible for the payment of items and services that it orders, with no joint responsibility among the units of local government. The Chancellor or designee is authorized to represent the Board in connection with the preparation and issuance of any joint RFP's.

In addition to the above, all joint procurements over $25,000 will require Board approval as per Section 2.3 of this Manual.

2.6 PROFESSIONAL SERVICE CONSULTANTS.

2.6.1 Architectural, Engineering And Land Surveying Services

A. Federal Requirements

In the procurement of architectural, engineering and land surveying services and in the awarding of contracts or professional service agreements, the District will comply with federal law and regulations and take all necessary steps to adopt federal policies, specifications, policies and procedures to remain eligible for federal aid.

B. Public Notice

Present provisions of law notwithstanding, in the procurement of architectural, engineering or land surveying services, the District when utilizing architectural, engineering or land surveying services shall permit firms engaged in the lawful practice of their professions to file a statement of qualifications and performance data with the District every three years. Whenever a project requiring architectural, engineering or land surveying services is proposed for the District, the District at its discretion may:

1) Mail a notice requesting a statement of interest to those firms prequalified in their specific area of expertise which is required for the project.

2) Obtain statement of interest from at least three prequalified firms in the specific area of expertise which is required for the project

C. Selection Procedure

The evaluation committee shall evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and any other factors the District may determine are applicable. The evaluation committee may conduct discussions with and require public presentations by firms deemed to be the most qualified; thus allowing them to expand on their experience, qualifications, approach to the project and ability to furnish the required services.

When formal bid responses are received by the Office of Administrative and

Procurement Services, a copy of each response will be sent to the Office of M/WBE Contract Compliance to determine their adherence to CCC's M/WBE Board Approved Participation Plan.

On the basis of evaluations, discussions and presentations, the District shall select no less than 3 firms which it determines to be the most qualified to provide services regarding the specific project. The Office of Administrative and Procurement Services in conjunction with the user department shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three firms submit letters of interest and the District determines that one or both of those firms are so qualified, the District may proceed to negotiate a contract pursuant to this Section (Selection Procedure) and Section 2.00 (E) below (Contract Negotiation).

D. Commitment to Hire Students/Graduates Program

As a part of the submission of a bid or proposal, where appropriate, the vendor should indicate their willingness to commit to hiring or creatively including one or more students or graduates by filling out Schedule D – Hiring Apprentice and Certificated Workers Commitment. It is expected that those vendors interested in doing business with the CCC will want to support the primary purpose of the District and its students. That primary purpose is the successful transition of students from the classroom to the present and future workforces. Therefore, it is expected that those vendors willing to consume public funds will show their support for the academic mission of the CCC by hiring or creatively including our students or graduates in their proposed bid or proposal.

2.7 OTHER PROFESSIONAL SERVICES.

In the procurement of and in the awarding of contracts for professional service, the District will comply with federal law and regulations and take all necessary steps to adopt federal rules, specifications, policies and procedures for federal aid.

The same policies will apply as with the RFP process mentioned in Section 1.03 of this manual. All professional services that are state exempted or exempted per section 1.07 of this manual will be formally bid at the Board of Trustees discretion.

2.8 CONTRACT NEGOTIATIONS.

The District shall prepare a written description of the scope of the proposed services required as a basis for negotiations and shall negotiate a contract with the

highest qualified firm at compensation that the District determines to be fair and reasonable. In making this decision, the District shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.

If the District is unable to negotiate a satisfactory contract with the firm that is most preferred, negotiations with that firm shall be terminated. The District shall then begin negotiations with the firm that is next preferred. If the District is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be terminated. The District shall then begin negotiations with the firm that is next preferred.

If the District is unable to negotiate a satisfactory contract with any of the selected firms, the District shall re-evaluate the services requested, including the estimated value, scope, and complexity and fee requirements. The District shall then compile a second list of not less than three qualified firms and proceed in accordance with the above provisions.

2.9 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION PLAN.

CCC has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges Contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The plan goals for participation of certified MBE is 25% and WBE is 7% and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract. The detail plan can be found on CCC's employee web portal at: http://www.ccc.edu/files/participation_plan_06-20-2007.pdf .

Compliance with MBE or WBE requirements will be considered in determining whether the bidder or proposer is responsive. When comparing proposals for a contract, the proposed level of M/WBE compliance shall be one of the deciding criteria.

A. Indirect/Direct Participation of Certified MBE/WBE Vendors

Vendors will be required to demonstrate that the proposed M/WBE direct participation represents the maximum achievable under the circumstances. After such a demonstration is presented, in writing, with the bid/proposal then indirect participation will be considered. Indirect participation involves certified MBE or WBE vendors who provide goods and/or services to the prime vendor outside of the proposed project being considered. Validation of indirect participation is to be made by providing a copy of each vendor's current certification document(s).

B. Request for a Waiver from Compliance with CCC's Board Approved Participation Plan

If a vendor is unable to identify certified MBE and WBE vendors to perform sufficient work in order to fulfill participation goals for the proposed contract or agreement, and there are no vendors detailed as direct participants, the bidder/proposer must include a written request for a waiver from compliance with CCC's Board Approved Participation Plan. The request for a waiver is to be addressed to the Office of M/WBE Contract Compliance and is not an automatic approval. The approval of the requested waiver comes as a result of a recommendation from the Office of M/WBE Contract Compliance to the Chancellor and is based on the following: (a) supporting documentation demonstrating the bidder/proposer's inability to obtain sufficient certified MBE and/or WBE vendors, (b) good faith attempts to achieve such participation.

C. Report of the District's M/WBE Compliance to the Board of Trustees

The Office of M/WBE Contract Compliance shall prepare a quarterly and annual report to the Board of Trustees concerning the status of CCC's ability to be in compliance with its Board Approved M/WBE Participation Plan. This report shall consist of: (a) each business unit's total amount of dollars spent on contracts with opportunities for MBE or WBE participation, (b) the amount of dollars spent and the percentages used on MBE and WBE vendors, (c) the amount of dollars spent and percentages used with vendors residing within the city limits of Chicago, and (d) analysis figures comparing the current fiscal year with figures from previous fiscal year.

ARTICLE 3
CONTRACTING

3.1 PROCUREMENT CARD POLICIES

Procurement cards are prohibited.

3.2 CHAIRMAN'S EXECUTION OF DOCUMENTS.

Matters adopted by the Board requiring legal execution shall be executed by the Chairman of the Board, except as specifically provided below. The Chairman of the Board, consistent with the State Act, may designate one or more persons, including the Chancellor, to affix the signature of the Chairman of the Board to warrants, certificates, contracts or any other written instruments.

3.3 CHANCELLOR'S APPROVAL AND EXECUTION OF CERTAIN CONTRACTS AND DOCUMENTS.

Subject to legal review by the General Counsel, the Chancellor may approve and execute the following: 1) Contracts with an expenditure of twenty-five thousand dollars ($25,000.00) or less; 2) Contracts for repair, maintenance, remodeling, renovation, or construction or a single project involving an expenditure not to exceed fifty thousand ($50,000.00) and not involving a change or increase in the size type or extent of an existing facility; and 3) Any of the contracts described in subparagraph (d) of this Policy. The Board shall be regularly informed of such executed contracts.

3.4 COLLEGE PRESIDENT'S APPROVAL AND EXECUTION OF CERTAIN CONTRACTS AND DOCUMENTS.

Subject to legal review by the General Counsel, College Presidents may approve and execute the following contracts: 1) Contracts with a value of five thousand dollars ($5,000.00) or less; 2) Training agreements and clinical agreements; and 3) Leases, licenses or equipment leases with a term of one (1) year or less; and 4) Contracts in which the College will receive payment for services, including, but not limited to, training and catering services rendered by the College. Additionally, the Chancellor in conjunction with the General Counsel may promulgate specific

Policies for short-term facilities use agreements which College Presidents may approve and execute without approval from the General Counsel. The Board shall be regularly informed of such executed contracts.

3.5 CONTRACTING POLICIES FOR LEGAL COUNSEL SERVICES.

Legal services are professional services and are exempt from competitive bidding requirements, unless the District elects to use a competitive bid procedure in accordance with Section 2.3 above. Due to the nature of legal services, special

responsibilities and guideline s for engagement, billing and accountability are required.

3.4.1 Legal Fee Guidelines.

All law firms hired by the District are expected to propose ways of maintaining high-quality legal services while keeping costs as low as possible. Therefore, it is expected that CCC will be billed at rates lower than those charged to private clients.

Law firms that are selected to provide legal services for CCC must enter into an agreement with the District prior to providing the services. The agreement will include a general description of the work to be provided, and a fee schedule that includes all costs the District will be charged. The average hourly fees for a particular firm will be limited to $300 per hour; provided that an hourly rate that exceeds $300 per hour may be approved by the Chancellor.

With an award of a Legal Services Agreement and acceptance of cases or assignments, Legal Counsel will be required to follow the guidelines set forth in CCC's Legal Services Agreement. Waivers to such guidelines must be obtained in writing from the General Counsel.

3.4.2 PermittedFees.

CCC will only pay the hourly rates or flat fees arrangements that are agreed upon in its Legal Services Agreement. CCC will only pay those fees demonstrating the most efficient use of the professional's time.

3.4.3 Representation of CCC and Individuals – Duty to Advise with Respect To Conflicts of Interest.

Legal Counsel may be engaged to represent CCC and its Trustees, Officers, Directors, Representatives and employees in their individual capacities. In those instances, Legal Counsel shall determine whether there is a potential conflict in the representation of both CCC and the individual. If such a potential conflict exists, Legal Counsel shall do all things required by the Illinois Supreme Court rules professional responsibility with respect to disclosure of the potential conflict and proper advisement to CCC's General Counsel and the individual employee.

3.4.4 Legal Counsel Retained to Represent Individuals Whose Interest May Be in Conflict with CCC.

Legal Counsel retained to separately represent CCC Trustees, Officers, Directors, Representatives and employees whose interest are potentially in conflict with CCC shall maintain the confidences and other privileged communications of the individual represented and such confidences shall not be disclosed in billing invoices and status reports. Legal Counsel shall consult with CCC's General Counsel regarding modifications of the requirements set forth in these procedures to ensure that Legal Counsel's professional responsibilities to the individual are met.

CCC is a public institution that provides essential services to the citizens of Chicago. All law firms hired by the District are expected to propose ways of maintaining high-quality legal services while keeping costs as low as possible. Therefore, it is expected that CCC will be billed at rates lower than those charged to private clients.

Law firms that are selected to provide legal services for CCC must enter into an agreement with the District prior to providing the services. The agreement will include a general description of the work to be provided, and a fee schedule that includes all costs the District will be charged.

3.5 WORKFORCE ACADEMY AGREEMENTS.

The following policies and procedures shall be used for the operation of the Office of Workforce & Economic Development's Workforce Academy in securing training agreements with the business industries and other partners. These are also the guidelines for the procurement, execution and payment of the trainers/consultants (subcontractors) who are hired to perform the training services for the business partners.

A. The Workforce Academy will provide a list of the highly skilled categories of trainers needed for which the Department of Administrative and Procurement Services will prepare a Request for Qualifications (RFQ). The Request for

Qualifications (RFQ) will be used to compile a list of qualified trainers/consultants. A Public Notice will be advertised for a minimum of 10 business days for interested trainers/consultants to submit qualification proposals to be included on the list of qualified trainers/consultants for the Workforce Academy. The RFQ will include provisions for the following list of qualifications: number of years of experience, certifications, special training, education, etc. It shall also include the following components: (The Workforce Academy will provide a detailed list of qualifications for each category of trainers or training services).

1. Introduction
2. Intent and Scope of Services (Various project categories)
3. Consultant requirements (e.g. Number of years in providing training consultant services, resume)
4. Fee range for categories selected
5. MBE/WBE Participation
6. Submittal Information
7. Evaluation Criteria
8. Submission Information

B. An Evaluation Committee of at least three (3) CCC staff members should review the responses to the RFQ. The committee should include at least one member from the Workforce Academy. Evaluation forms, which contain the evaluation criteria including points, must be completed.

C. The Evaluation Committee will recommend for Board approval a list of highly qualified Trainers/Consultants per training classification. The approved list will be valid for a three-year period. The list may be amended to add new trainers/consultants or new categories or to eliminate trainers/consultants. The RFQ process shall be performed every three years.

The Workforce Academy Trainer/Consultant evaluation process will be utilized to justify the priority of assigning, continuation in or elimination from the list of Board approved trainers/consultants based on the following criteria:

1. A-level trainer-90 percent and higher rating receives first call for training;
2. B-lever trainer-gets 80-89 percent on evaluations, receives second call for training;
3. C-level trainer-gets 70-79 percent on evaluations receives last call and only if necessary.

D. Adding Trainers to the Prequalification list:

- As trainers/consultants are requested for training opportunities not listed, a new RFQ will be issued, trainers/consultants evaluated and the Board Report amended to add trainers/consultants to the pre-qualified list.

- Current pre-qualified trainers/consultants are not required to resubmit a letter of interest. The RFQ will be issued as referenced above.

E. Immediate Training Request:
   - A trainer/consultant may be hired outside of the pre-qualified list when the category of training does not exist within the current approved list and there is an immediate need which must be approved by the Vice Chancellor with authority over the Workforce Academy. Then, the RFQ process should be followed to permanently add the new category and the new pool of trainers/consultants.

F. Procurementrequirements:
   - Written Bid quotes shall be obtained from the pre-qualified list.
   - MBE/WBE requirements must be met.
   - District Procurement staff shall bid any services over $25,000 for a fiscal year.
   - Board approval must be obtained for services over $25,000 for a fiscal year.
   - A Requisition and Purchase Order are required upon execution of the contract. POs must include reference to the corresponding Board Report Number.
   - Professional Service Agreement (PSA) as pre-approved by the General Counsel is required.
   - PSA amounting to $25,000 or less requires the signature of the Vice Chancellor with authority over the Workforce Academy, or the Vice Chancellor's designee.
   - PSA over $25,000 requires the signature of the Chair of the Board of Trustees.
   - All transactions must be entered in the PeopleSoft Finance System.
   - Agreements and subcontractor activities shall be reported monthly to the Board.
   - Sales revenue shall be treated on an accrual basis.
   - Subcontractor invoices shall be sent directly to the Associate Vice Chancellor in charge of the Workforce Academy.

G. AgreementProcess:

The Vice Chancellor with authority over the Workforce Academy, or the Vice Chancellor's designee, may approve and execute the following contracts for the Workforce Academy without legal or procurement review when using the contract template approved by the Office of the General Counsel:

1. Training agreements
2. Memo(s) of agreement; and
3. Subcontractoragreements

In addition, the Vice Chancellor with authority over the Workforce Academy, or that Vice Chancellor's designee, may:

- Approve and execute subcontractor training agreements per vendor for a cumulative amount not to exceed $25,000 per fiscal year without Board approval.
- Approve the modification of the term dates of the sub-contractor agreement which should be consistent with the term dates of the corresponding training agreement for which the subcontractor was hired.
- Approve modifications of the amount of training agreements without a limit, but may only approve modification of the sub-contractor compensation up to $25,000 per vendor per fiscal year.
- Approve modifications to the Scope of Services of the training agreements and the modification to the corresponding subcontractor's agreement.

All modifications to an agreement must be signed or initialed by all parties to the contract.

The Office of the General Counsel shall provide the Board with a list of executed agreements on a monthly basis. The Workforce Academy is responsible for reporting all executed agreements to the Office of the General Counsel.

H. Subcontractor Payment Process:

Payments to subcontractors must be in accordance with the Board's policies and procedures. Payment term is net 30 or the term specifically provided in the subcontractor agreement pursuant to the following procedure:

1. The Office of Workforce & Economic Development stamps the date the invoices was received by Workforce Academy.
2. The Office of Workforce & Economic Development will conduct a complete audit of the invoices to verify that all pertinent information and supporting documentation is attached to the voucher payment request(s). The Assistant Business Manager will sign the approved Accounts Payable (AP) Invoice Log Sheet.
3. The Office of Workforce & Economic Development will submit AP Invoice Log Sheet along with:
    a. original invoices;
    b. student roster signed by the trainer and the client representative; and
    c. copy of the subcontractor agreement to the Business Services/AP department.
4. The District Office Business Services AP Account Analyst will process the AP Invoice Log from the Office of Workforce & Economic Development in accordance with its standard operating procedures, including but not limited to the verification that all pertinent information and supporting documentation is attached to the invoices that was submitted.

5. Vendor checks are mailed through the US Postal Service within 24 up to 48 hours.

3.6 WYCC BARTER TRADE TRANSACTIONS.

Barter trade transactions for goods in exchange for services at WYCC may only be used when made in compliance with the Board approved policy.

Barter for goods and services is not the preferred method of procuring goods or services for the District due to an increased risk of inaccurate valuation, reporting and tracking for these types of transactions. Therefore, the Board requires compliance with the following:

Barter trade transactions should be used for only unsold advertising time slots and any associated production services.

Barter trade transactions are to be performed as an arm's length transaction in which the buyers and sellers act independently and have no relationship (e.g. family members) to ach others. Any apparent or perceived conflict should be disclosed in writing to the college president prior to finalizing the agreement.

All direct and indirect costs related to the exchanged services must be considered, properly reviewed and approved. WYCC should break even on every exchange transaction.

Public funds should not be given to private entities or used to support a political campaign; therefore barter trade transactions should not be subsidized or donated. All planned revenue and expenses are to be properly budgeted. The WYCC budget must have Board approval.

WYCC should not contract with any customers who have outstanding receivables over 90 days or have had previous balances written off within the District until the customer has paid the outstanding balances or previously written off amounts in full.

All trades from a single vendor with a value exceeding $25,000 during a fiscal year must have prior Board approval. However, the Board may choose to provide annual approval in aggregate for select vendors with an exchange value not to exceed a specified amount.

3.7 CONTRACTING WITH CITY COLLEGES OF CHICAGO RETIREES.

3.7.1 Policy Statement.

This Post-Retirement Contracting Policy refers to contracting with any CCC retiree, regardless of the full-time position(s) the retiree held prior to retirement.

3.7.2 Criteria for Post-Retirement Contract Consideration.

CCC Retirees may be considered for a post-retirement contract if the following minimum criteria are met:

A. CCC will adhere to all applicable State of Illinois laws, policies and requirements pertaining to the hiring of retirees, which may be amended from time to time. Currently, retirees may not be hired until at least sixty (60) days after the retirement date.

B. The retiree must have had a track record of strong performance, and the most recent evaluations or post-tenure review must have been rated "excellent" or "superior" (in the case of an evaluation) or "commendations" (in the case of a post-tenure review).

C. The retiree must have demonstrated significant contribution to the College, the District and the community.

D. The economics of hiring the retiree should be favorable to CCC. That is, the cost of hiring the retiree should be favorable when compared to the cost of hiring other qualified candidates.

All retiree contracts must be approved by the College President, the Chancellor and the Board of Trustees. The Presidential approval may not be delegated.

Retirees shall work no more than twenty-five (25) hours per week unless otherwise provided for in a collective bargaining agreement.

A. Meeting the above criteria does not guarantee that a retiree will be offered a contract.

B. CCC has no obligation to hire any retiree. The hiring of any retiree is solely at the discretion of CCC.

C. CCC retirees have no rights, privileges, or entitlements with regard to contract employment at CCC.

D. Having been offered contract employment in the past does not in any way guarantee any future employment. Each employment contract is separate and distinct.

ARTICLE 4
HUMAN RESOURCES

4.1 AUTHORITY/SEVERABILITY.

These Human Resources Policies are promulgated in accordance with the provisions of the State Act. If any Policy or provision of these policies is determined to be void or unenforceable by a court of law, then such policy shall be excised and the authority to address the subject of the void provision is reserved to the Board.

4.2 COLLECTIVE BARGAINING AGREEMENTS.

Except as provided below, Board Policies concerning human resource matters are Policies of general application for all District employees. If there is a conflict between any Board Policy and a specific provision of a Collective Bargaining Agreement entered by Board, the provision of the Collective Bargaining Agreement shall control as to those employees covered by the Collective Bargaining Agreement except that any provision of a Collective Bargaining Agreement that is void or voidable by operation of law shall be void, in which case, the applicable Board Policy shall apply. In no event shall Board Policies be construed to enhance or increase benefits or terms and conditions of employment specifically set forth in Collective Bargaining Agreements.

4.3 THE EMPLOYEE MANUAL.

The Board has authorized the publication and distribution of an Employee Manual to all District employees, which sets forth a statement of all Board human resources policies, employee work Policies and general descriptions of employee benefits. The Employee Manual shall not be construed as creating any rights to continued employment by any employee or as a guarantee to any employee of a certain level of compensation and/or benefits and shall not alter the at-will status of employees. The Board reserves the right to alter or amend the Employee Manual at any time by Board resolution and authorizes the Chief Talent Officer to amend the Employee Manual to reflect changes in personnel, contact or address information, benefits, organizational structure and any other policy, Work Rule or resolution already approved by the Board without seeking an additional resolution for said changes.

4.4 HIRING AUTHORITY.

Except /for the hiring of full-time faculty and full-time temporary employees, the hiring of full-time employees is reserved exclusively to the Board. The classification of "temporary employee" is an individual brought on to work full- or part-time on a short-term assignment without being treated as a "permanent" employee and lacking the benefits of permanent employees. Subject to the provisions of Board Policy 4.8, the hiring of all other employees, including full-time faculty, is delegated to the Chancellor or his/her designees subject to post-employment ratification by the Board, which shall occur no later than the second regular public meeting of the Board following the end of the calendar quarter in which the employee is hired, if feasible.

All administrative and non-bargained for appointments shall be recommended to the Board by the Chancellor, upon the recommendation of the College President or Chief Talent Officer, after the candidate has satisfied all pre-employment requirements of the District. All candidates recommended for an appointment must meet the minimum qualification requirements established for the position. The selection of a candidate for appointment will be made competitively from among the best qualified candidates. The recruitment and selection of qualified candidates is a competitive and transparent process, however, unless otherwise decided by the Chancellor, discretion to not post is reserved for positions at a salary grade of twelve (12) and above. The Board shall have sole authority, in its discretion, to appoint and to terminate an administrative or non-bargained for employee position at any time.

4.5 EQUAL EMPLOYMENT OPPORTUNITY.

Except as allowed by law, discrimination with respect to hire, terms and conditions of employment or continued employment, based upon race, color, national origin, ethnicity, gender, age, religion, citizenship, sexual orientation, marital status, pregnancy, disability, genetic information, veteran status or the exercise of rights guaranteed by local, state or federal law is prohibited. Consistent with this Policy, the Board has adopted policies including uniform internal complaint procedures to enable the Board, through its EEO Office, to detect and eliminate discrimination prohibited by this Policy.

4.6 HIRING PRE-REQUISITES & REQUIREMENTS.

The decision or recommendation to hire a full-time job applicant shall be a revocable offer of employment pending Board approval, or in the case of applicants for part-time positions, Board ratification. All applicants for employment, including full-time

temporary employees, shall be subject to the pre- and post-offer requirements listed below and all requests for Board approval and ratification of hiring decisions shall certify that the requirements have been met. Independent contractors, while not City Colleges of Chicago employees, are subject to the same pre-employment and post-offer drug test and background check requirements listed below. An independent contractor is an individual or sole proprietor who is contracted to perform work for the City Colleges of Chicago. An independent contractor is not an employee of City Colleges of Chicago and is treated differently with respect to tax withholdings, employee benefits and payment methods.

(a) Residency.

All full-time employees hired on or after July 1, 1977 shall be residents of the City of Chicago within six (6) months from their date of employment.

The purposes of this Policy are to establish consistent, equitable and enforceable guidelines concerning the Board's requirement that all officers and employees of the City Colleges of Chicago be residents of the City of Chicago and to establish new provisions to the residency requirement.

Definitions.

A. "Residency" means an employee's domicile, the actual place where an employee lives and has his or her true, permanent home to which, whenever he or she is absent, he or she has an intention of returning.

B. "Employees" mean all full-time employees. "Employees" does not include part-time employees and temporary employees.

C. "Continuously employed" means employment that has not been interrupted by a break in service.

D. "Break in service" means a loss of employment as a result of dismissal, separation, and resignation not followed by rehire within one year.

E. "Material omission of fact" means the employee's intentional failure to disclose his/her actual residence for purposes of concealing from City Colleges of Chicago his/her non-compliance with the residency requirements of this Policy.

Exemptions.

All full-time employees recommended for hire or hired on or after July 1, 1977 shall be residents of the City of Chicago except for the following employees:

i. Military personnel employed at locations outside the City of Chicago;

ii. Full-time employees who marry another full-time District employee hired prior to July 1, 1977 and who actually reside with that employee;

iii. Full-time employees in janitorial, operating engineer and firemen classifications (Job families 811, 821, and 831) hired prior to January 1, 1980; and

iv. Full-time employees of the Washburne Trade School who were transferred to City Colleges employment from the Chicago Board of Education in or about January 1984.

Waiver of Residency Requirement for Designated Special Needs Positions

The Office of Human Resources may grant special needs waivers ("special needs waivers") of the residency requirement for new employees hired to positions designated by the Board, via written Board resolution, as special needs positions.

i. Special needs waivers provided for under this section may only be granted at the time of the employee's hire and shall not be granted to existing employees. Nothing in this Policy shall be interpreted to permit an employee, who was a City of Chicago resident at the time of hire, to be eligible to apply for a waiver after changing his or her residency to outside the City of Chicago. Former employees, who did not hold a special needs waiver at the time of the cessation of their employment with the District, who are rehired by the District, must have been separated from the District for at least eighteen months upon their rehire to be eligible to apply for a special needs waiver.

ii. Special needs waivers shall be valid for three (3) calendar years after the employee's date of hire and may be renewed for subsequent three (3) year periods, provided that the employee continues to be employed in a special needs position or accepts a different special needs position without an interruption in employment with the Board. Special needs waivers granted under this section shall expire on a date certain. Bi-annually, if determined necessary by the Chancellor, the Chancellor, upon recommendation of the Chief Talent Officer, shall recommend that the Board designate additional and/or revise special needs positions to which special needs waivers shall apply.

iii. New employees must apply for a special needs waiver at the time of hire. The Office of Human Resources shall implement special needs waiver application procedures in accordance with this section. Employees who are provided a special needs waiver under this section must reapply for such special needs waiver before the expiration of such waiver. The Office of Human Resources shall implement application procedures to reapply for a special needs waiver in accordance with this section.

iv. Applications for special needs waivers and notices to employees that they have been granted a special needs waiver shall clearly inform applicants that: (1) the special

needs waiver is limited to a designated three (3) year period; (2) the special needs waiver expires on a date certain; (3) if granted, the employee must reapply for the special needs waiver before expiration of the waiver; (4) a failure to reapply for a special needs waiver shall obligate the employee to become an actual resident of the City of Chicago within six (6) months of the expiration of the special needs waiver; and (5) if the employee ceases to occupy a designated special needs position after having been granted a special needs waiver, within the waiver period, the employee must become an actual resident of the City of Chicago within six (6) months of vacating such specials needs position.

Timeline for establishing Residency/Extensions.

A certificate of residence within the City of Chicago shall be required as part of the employment application process for all new hires. Continued residence within the City of Chicago shall be a condition of continued employment for all employees subject to this Policy. A nonresident of the City of Chicago may be hired, provided that such person agrees, as a condition of employment, to establish actual residency within the City of Chicago within six (6) months after the commencement of employment. The Chancellor may extend the time during which a new employee may establish residency in the City for up to two (2) additional three-month periods, if warranted by the individual circumstances of the employee and if the Chancellor determines that it is in the best interests of the District to do so.

The Chancellor may also grant up to two (2) additional three-month periods when a nonresident is able to show a good faith effort toward selling his/her existing primary residence located outside the City of Chicago in order to meet the residency requirement.

The Inspector General shall conduct an annual audit of the District's compliance with this Policy and shall submit a report of audit findings to the Board no later than the first regularly scheduled public meeting of the Board following July 1st of each year.

Notification of Change of Address.

All employees must access Employee Self Service to update their home address on record. A full-time employee who represents to the Office of Human Resources that he/she resides in the City of Chicago at the time of his/her hire or at any time thereafter and 1) who subsequently moves his/her actual residence from the City of Chicago, and 2) fails to notify the Human Resources Department of his/her change of address as required by this Section shall be deemed to have made a material omission of fact for the purpose of concealing his/her actual residence.

Proof of Residency.

For the purposes of this Policy, the question of an employee's residence is principally one of where an employee intends to live and have his or her one true, permanent home or domicile to which an employee intends to return following an absence. The presumption in this Policy is that the address an employee gives while completing hiring documents or has entered via Employee Self Service is that employee's correct address. In disputed cases, the burden of proof rests with the employee to show that his or her claimed residence is the one where the employee intends to live and have as his or her one true permanent home or domicile. Based on the fact that intent may be manifested in innumerable ways, any residency inquiry must consider all of the pertinent factors on a case-by-case basis. Such an inquiry shall consider, but not be limited to, the following factors: voter registration, place of filing tax returns, property ownership, driver's license and car registration.

Annual Certification of Residency.

On February 1st of each year every full time employee of the City Colleges of Chicago will be required to certify their compliance with this residency policy. The employee's certification shall include an oath or affirmation that the employee is:

i. an actual resident of the City of Chicago; or

ii. not required to be an actual resident of the City of Chicago because he/she falls within one of the exceptions listed above; or

iii. a new full-time hire or a current employee newly promoted to a full-time position and not an actual resident of the City of Chicago, but six months has not yet elapsed since the commencement of employment/promotion or the employee received an approved extension of time that has not yet elapsed.

(b) Pre-employment drug testing.

The Board has approved a policy and program for the pre-employment drug screening of applicants for full-time and part-time employment at a medical laboratory certified to conduct such testing by the National Institute for Drug Abuse. Said policy may be amended from time to time as the Board deems in the District's best interest. Usual and customary procedures and protocols for drug screening have been established and may be amended or revised from time to time by the Chancellor or designee, in consultation with the medical laboratory.

No applicant for employment, or a former employee being re-hired regardless of the length of break in service, subject to drug testing under the policy and program implemented by the Chancellor shall be recommended for hire or hired if the pre-

employment drug screen reveals the presence of illegal or non-prescribed controlled substances. Applicants shall not begin work prior to the receipt of pre-employment drug testing results.

(c) Background Checks.

All applicants for employment shall be required to undergo a background check, which includes but is not limited to the following: criminal history verification, education verification, and employment verification.

i. Criminal history check - All applicants for employment must disclose and certify their criminal history and shall be subject to criminal history background verification, excluding current City Colleges of Chicago students applying for non- sensitive student job titles. For purposes of this section "criminal history" shall mean a history of criminal convictions in any State or territory of the United States of America.

ii. Education (Credential) Verification - The Human Resources department will conduct credential verification for all applicants for employment to verify the applicant possesses appropriate academic credentials commensurate with the requirements of the position applied for and that academic degrees, where required, have been awarded by regionally accredited institutions. Applicants for faculty positions shall in addition comply with the credential review process set forth by the Office of Academic Affairs.

iii. Employment Verification – The Human Resources department will conduct employment verification for all applicants to include the applicants' last three employers over a ten year period.

(d) Medical examinations.

The Chancellor may require post-employment medical or psychological examinations to determine an employee's fitness for continued employment consistent with applicable laws.

(e) Child and spousal support obligations.

All applicants for employment shall be required to disclose any unpaid court-ordered child or spousal support obligations currently owed by the applicant. As a condition of hire and continued employment, the applicant shall be required to demonstrate that satisfactory arrangements for the payment of the unpaid and current obligation have been made, either through payroll deduction or other means.

(f) Employee Indebtedness.

Pursuant to City Colleges of Chicago Policies and Work Rules, all applicants must disclose on their new hire paperwork whether they are in default for any obligation to the City Colleges of Chicago, City of Chicago, County of Cook, or State of Illinois. Applicants who are, as well as employees who become, in default on any obligation or owe any past due debt will be required to provide satisfactory proof that payment has been made or that arrangements for payment have been made either through payroll deduction or other means.

Failure to pay an overdue debt to City Colleges of Chicago, City of Chicago, County of Cook, or State of Illinois within thirty (30) calendar days of receiving a demand therefore is a violation of City Colleges of Chicago Policies and Work Rules, as well as Board Policy, unless the employee:

i. has entered into an agreement with City Colleges of Chicago, the City of Chicago, County of Cook, or State of Illinois through the appropriate department for the payment of all debts owed, and remains in compliance with the agreement;

ii. is contesting liability for the amount of the debt in a pending administrative or judicial proceeding, and provides satisfactory proof of such proceeding; or

iii. has filed a petition in bankruptcy and the debts are dischargeable in bankruptcy.

Failure to disclose such debts or obligations on the employment application, or failure to pay or make arrangements for payment within thirty (30) days of hire date shall subject the employee to disciplinary action, up to and including termination.

(g) Educational Loan Obligations.

All applicants for employment shall be required to disclose any unpaid, past-due obligation for educational loans and, as a condition of hire and continued employment, shall be required to provide satisfactory proof that arrangements for payment of the past-due education loan have been made through payroll deduction or other means.

(h) Job Qualifications.

The qualifications to fill any position shall be determined by the Chancellor or his/her designee and shall be consistent with the duties, responsibilities and goals of the job classification. The Chancellor or his/her designee may establish “minimum” and “desired” qualifications for each classification. No applicant for employment shall be recommended for hire to the Board, or hired unless they meet the minimum qualifications for the position; provided, however, that upon written justification by the Chancellor, the Board

may permit substitute minimum qualifications. In accordance with the State Act, all applicants for full or part-time teaching or instructional positions shall be required to demonstrate their oral proficiency in the English language.

(i) Volunteerism

Volunteers may be retirees, current students, alumni, or the general public over the age of 14. Volunteering is done by personal choice, without monetary reward, compensation, personnel benefits or the expectation of future employment.

All volunteers must establish proof of identity and regardless of the work position or responsibilities they are volunteering for, are subject to drug screening, criminal background and personal reference checks.

4.7 POST-EMPLOYMENT DRUG AND ALCOHOL TESTING

Consistent with the Board's Drug Free Work Place Policy (Board Resolution 14088, adopted July 6, 1989), the Chancellor shall develop and implement a program for drug and alcohol testing of employees under the following circumstances:

(a) Employees for whom there is a reasonable suspicion, as defined by law, that they have reported to work or are conducting the business of the District while under the influence of non-prescribed drugs or alcohol.
(b) Employees for whom District Administration has reasonable and credible evidence that they have participated in the unlawful: manufacture, distribution, dispensation, possession or use of cannabis, a controlled substance, or alcohol while on City College premises or while participating in any function sponsored by or held at any City Colleges' facility.
(c) Employees who occupy critical safety positions.
(d) Employees who have been involved in a motor vehicle accident while operating a vehicle on District business.
(e) Employees promoted or demoted who have never been drug tested.
(f) Employees moving from part-time employment to full-time employment who have not previously submitted to a drug screen, including employees who are being promoted.
(g) Employees moving from one full-time position to another full-time position, who have not previously submitted to a drug screen.
(h) Employees in positions that are being reclassified, who have not previously submitted to a drug screen.

(i) Any employee that has had any break in service, including a break in service due to a pending grievance or arbitration or has been suspended for over thirty (30) days, is subject to drug and alcohol testing prior to reinstatement of employment.

4.8 EMPLOYMENT STATUS.

Subject only to specific provisions of Collective Bargaining Agreements, District employees are employed at-will and either the Board or the employee may terminate the employment relationship for any or for no reason, with or without notice. District employees are public employees and, as such, shall be subject to the highest standards of integrity, competence and confidence. All District employees have a fiduciary relationship with the Board.

4.9 TENURE POLICY.

(a) Full-time faculty members may be awarded tenure in accordance with the tenure provisions of the State Act and the District Tenure Policy Manual.

(b)) Tenure shall not be granted or awarded to Part-time Faculty, Lecturers or Instructors.

4.10 HOURS OF WORK AND SCHEDULING.

Subject only to applicable Collective Bargaining Agreements, the following shall be the hours of work for District employees:

(a) Full-time, non-academic employees

All full-time employees who are "non-exempt" as defined under the United States Fair Labor Standards Act shall generally work an eight (8) hour day and forty (40) hour work week exclusive of meal breaks as their regular workweek. These employees shall be afforded a one (1) hour unpaid meal break each eight-hour workday. These employees shall generally work for five (5) consecutive workdays. The Chancellor or his/her designees may adopt policies for staggered working hours and schedules to ensure adequate staffing during all days and hours of business operation. Nothing in this Policy shall be construed as a guarantee of a certain number of hours of work. The Chancellor or his/her designees may alter the regular work to fewer than forty (40) hours as operational or financial needs dictate.

(b) Part-time, non-academic employees

Part-time, non-academic employees are employees who are regularly assigned less than 30 hours in a workweek but may be assigned more than those hours on a temporary or sporadic basis with the prior written approval of their immediate supervisor.

(c) Academic employees

The Chancellor may adopt and implement policies for minimum and maximum hours of work for academic employees as the Chancellor deems in the best interest of the District. Any such policies shall be published to all applicants for academic employee positions. For purposes of this Policy, "academic employee" means any employee assigned to teach District students.

(d) Public accountability

Consistent with the Fair Labor Standards Act, the Board adopts principles of public accountability which require time and attendance monitoring of all employees including those employees who are otherwise exempt under the Fair Labor Standards Act.

4.11 TIME AND ATTENDANCE MONITORING.

(a) Time-keeping

All District employees shall be required to verify and submit their attendance and hours of work during each pay period using time-keeping methods such as electronic time-cards, certificates of attendance or time clocks. Employees' regular paychecks, including wages and salary for time worked, holiday pay and other paid leaves, shall be generated based upon time submitted.

Employees can only take Personal days and floating holidays in full and half-day increments unless it is associated with approved intermittent FMLA time in which it can be taken in 1-hour increments. Vacation and Sick time-off can be taken in two-hour increments unless it is associated with approved intermittent FMLA time in which it can be taken in 1-hour increments.

(b) Inability to submit electronic time-cards, certificates of attendance and time off requests

Employees who are on leave or who, due to exigent circumstances, are unable to submit electronic time-cards, certificates of attendance or time off requests, shall be paid based upon their supervisors' certification of their attendance or approved leave; provided, however, that said employees shall be required to verify their supervisors' certification of their attendance no later than the first payroll period upon their return

to work.

(c) Correction of erroneous electronic time-cards, certificates of attendance and time off requests

Employees, including employees on leave, shall be required to correct any erroneously submitted electronic time-cards, certificates of attendance or time off requests in the current pay period but no later than the first payroll period in which they actively worked.

(d) Other time-keeping methods

Nothing in this Policy shall preclude the Chancellor or his/her designee from using time-keeping methods such as electronic time-cards, timesheets or other timekeeping methods.

(e) Time-keeping for Special Assignments

The Chancellor or his/her designee shall establish policies with respect to certification that special assignments work is being or has been satisfactorily performed.

(f) Responsibility for Reporting Absences

Employees who will be absent from work due to illness or personal business must report their absences to their immediate supervisor prior to the start of their scheduled work day unless exigent circumstances make such reporting impossible consistent with the provisions of Board Policy 4.19. Employees who are absent from work for more than three
(3) consecutive work days due to personal illness or the illness of a child, spouse or parent as defined by the Family and Medical Leave Act (FMLA) must submit medical certification which verifies the illness upon return to work. When an employee provides thirty (30) days advance notice, or gives notice as soon practicable, to Human Resources that their absence may be for a FMLA-qualifying reason, Human Resources shall notify the employee of their FMLA rights within five (5) business days, absent extenuating circumstances. If the employee if ineligible for FMLA, the employee may apply for other applicable leaves consistent with the provisions of Board Policy 4.13(e). (See Board Policy 4.13(e)(viii), Family and Medical Leave).

4.12 PERFORMANCE EVALUATIONS.

Subject only to specific provisions of applicable collective bargaining agreements entered into by the Board, the Chancellor or his/her designee shall implement a program for performance evaluation for all employees. Said evaluations shall evaluate the employee's performance of the duties of the classification held by the employee. Employees whose performance falls below expectations may be provided a remediation or performance improvement plan, be subject to disciplinary action or a combination thereof. Nothing in this Policy shall preclude the Chancellor from including other elements in employee

evaluations.

4.13 BENEFITS.

1. FULL TIME EMPLOYEES

Subject to the terms and conditions of the applicable Collective Bargaining Agreements, all full-time employees of the Board shall be offered certain benefits as follows:

(a) Insurance Program

Full-time employees shall be offered enrollment in medical, dental, vision, life insurance plans and voluntary long-term disability, which shall be in accordance in with terms, policies and procedures adopted by the Board from time to time, pursuant to Board Resolution. Single, couple and family plan options may be offered to the employees. Employees offered enrollment in insurance plans may be required to pay a portion of the insurance costs as determined, from time to time, by the Board.

(b) Flexible Spending Accounts

Full-time employees shall be eligible to participate in a voluntary, pre-tax flexible-spending program for medical/dental and childcare expenses. The eligibility criteria of said plan shall be consistent with the Internal Revenue Code and regulations promulgated there under as they now exist or as they may be amended from time to time.

(c) Retirement Program

All full-time employees shall be enrolled in the State University Retirement System subject only to eligibility criteria establish by Article 21 of the Illinois Pension Code, or by other agencies authorized to establish criteria there under.

(d) Voluntary Tax-deferred Savings

All full-time employees shall be offered the opportunity to participate in a voluntary tax- deferred savings plan created and maintained pursuant to the authority of Section 403(b) (7) of the United States Internal Revenue Code. The Chancellor or designee shall determine employee eligibility for participation in the plan in accordance with applicable Internal Revenue Service Policies and regulations.

(e) Leaves

Full-time Non-Bargained For personnel shall receive paid or unpaid leaves as provided for below. Bargained for employees shall receive paid leave days consistent with the terms and conditions of the applicable provisions below, as well as applicable collective bargaining agreements and may be eligible for bereavement leave, jury duty leave, witness leave, voting leaves, personal leaves, and military, reserve or national guard or peace corps leaves set forth below if their collective bargaining agreement does not otherwise provide for such leaves.

(i) Vacation

a. Full-time Administrators (Job Family 110) shall accrue paid vacation days monthly at a rate of twenty (20) days) per fiscal year during the period of July 1st to June 30th. Effective July 1, 2024, full-time Administrators will be credited with 13.34 hours of paid vacation on the first of each month of employment. Administrators will be allowed to accumulate up to 30 days (240 hours) of paid vacation in their vacation leave bank. No vacation days shall be accrued in excess of 30 days (240 hours). Vacation may be used for any reason of the employee's choosing. City Colleges will not require an employee to provide a reason but does require reasonable notice (7 days) in advance and reserves the right to deny approval due to business needs. Approval must be sought by the employee and granted by the supervisor in writing or electronically. Accumulated unused vacation leave banks shall be paid out to Administrators upon termination of their employment.

b. Full-time, Non-Bargained For employees (Job Families 411-415) shall accrue and accumulate paid vacations hours based upon their years of service in accordance with the schedule set forth below. No vacation shall be accrued in excess of the maximum number of vacation hours set forth below. Vacation will be credited based on the below on the first of each month of employment. Vacation may be used for any reason of the employee's choosing. City Colleges will not require an employee to provide a reason but does require reasonable notice (7 days) in advance and reserves the right to deny approval due to business needs. Approval must be sought by the employee and granted by the supervisor in writing or electronically. Accumulated unused vacation leave banks shall be paid out to Administrators upon termination of their employment.

Vacation Schedule for Job Families 411-415

Years of Service	Paid Vacation Hours Accrued Per Month	Annual Accrual Rate	Maximum Accumulation
0 to <5 years	6.67 hours	80 hours (10 days)	120 hours (15 days)
5 to <10 years	10 hours	120 hours (15 days)	180 hours (22.5 days)
10 or more years	13.34 hours	160 hours (20 days)	240 hours (30 days)

c. Part-time Exempt Non-Bargained For employees (Job Families 351,353,361,362,381,452,453). Effective July 1, 2024 and / or upon hire, these employees shall accrue paid vacation hours at a rate of 1 hour for every 35 hours worked based on normal work week to a maximum accrual of 40 hours per fiscal year. Hours will be credited in hourly increments (no fractional) on a bi-weekly basis after 90 days of employment. Vacation may be used for any reason of the employee's choosing. City Colleges will not require an employee to provide a reason but does require reasonable notice (7 days) in advance and reserves the right to deny approval due to business needs. Approval must be sought by the employee and granted by the supervisor in writing or electronically. Accumulated unused vacation leave banks shall be paid out to Administrators upon termination of their employment. Up to 16 hours can be carried over into subsequent fiscal year.

d. Part-time Non-Exempt Non-Bargained For employees (Job Families 354,451,626,812). Effective July 1, 2024 and / or upon hire, these employees shall accrue paid vacation hours at a rate of 1 hour for every 35 hours worked based on hours worked to a maximum accrual of 40 hours per fiscal year. Hours will be credited in hourly increments (no fractional) on a bi-weekly basis after 90 days of employment. Vacation may be used for any reason of the employee's choosing. City Colleges will not require an employee to provide a reason but does require reasonable notice (7 days) in advance and reserves the right to deny approval due to business needs. Approval must be sought by the employee and granted by the supervisor in writing or electronically. Accumulated unused vacation leave banks shall be paid out to Administrators upon termination of their employment. Up to 16 hours can be carried over into subsequent fiscal year.

No employee will accrue vacation days while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA")

leave and subject to applicable collective bargaining agreements.

(ii) Sick Leave

Sick leave is an employee benefit to be used for a legitimate illness, injury, or receiving professional care, including preventive care for medical, mental or behavioral issues of an employee or a member of an employee's immediate family which requires the employee's absence from work.

Documentation of absence is not required unless employee is absent for more than three consecutive work days. At that time, employee must supply a doctor's certification to return to work.

No employee will accrue sick days while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA") leave and subject to applicable collective bargaining agreements.

a. Administrators and Full-time Non-Bargained For employees (Job Families 110 and 411-415) shall accrue paid sick leave at a rate of 12 days each fiscal year. Sick leave shall be awarded on the first day of each month.

1) Administrators and full-time Non-Bargained For employees hired before January 1, 2012

Sick leave accrued as of July 1, 2012, shall be retained in the employee's sick leave bank. If an employee has accrued 200 days or more in his/her bank as of July 1, 2012, the employee is not eligible for sick leave accrual until the bank falls below 200 days.

If an employee has not accrued 200 days of sick leave in his/ her bank as of July 1, 2012, he or she may continue to accrue sick leave to a maximum of 200 sick leave days.

These employees are also eligible to receive a payment for his/her accumulated sick leave pursuant to the Board's Early Retirement Program; that payment shall be limited to either the amount of sick leave accumulated through July 1, 2012, or the amount of sick leave the employee has at the time of retirement, whichever is less. Any sick leave accrued in the employee's sick leave bank as of July 1, 2012, excluding any sick leave used as of the date of retirement may be used for service credit in accordance with the rules of the State Universities Retirement System (SURS).

2. Administrators and full-time Non-Bargained For employees hired on or after January 1, 2012

These employees may accrue a maximum of 200 days in their bank. These employees are ineligible for payment of any unused accrued sick leave in their sick banks as of the last day of employment, but any sick leave remaining in an employee's sick leave bank may be used for service credit in accordance with the rules of the State Universities Retirement System (SURS)

b. Part -time Exempt Non-Bargained For employees (Job Families 351,353,361,362,381,452,453). Effective July 1, 2024 and / or upon hire, these employees shall accrue paid sick hours at a rate of 1 hour for every 35 hours worked based on their normal work week to a maximum accrual of 40 hours per fiscal year. Hours will be credited in hourly increments (no fractional) on a bi-weekly basis after 90 days of employment. Up to 80 hours can be carried over into subsequent fiscal year. Accumulated unused sick leave banks shall not be paid out to Administrators upon termination of their employment.

c. Part-time Non-Exempt Non-Bargained For employees (Job Families 354,451,626,812). Effective July 1, 2024 and / or upon hire, these employees shall accrue paid vacation hours monthly at a rate of 1 hour for every 35 hours worked based on their hours worked to a maximum accrual of 40 hours per fiscal year. Hours will be credited in hourly increments (no fractional) on a bi-weekly basis after 90 days of employment. Up to 80 hours can be carried over into subsequent fiscal year. Accumulated unused sick leave banks shall not be paid out to Administrators upon termination of their employment.

(iii) Personal Day Leave and Floating Holiday Leave

Full-time Administrators and full-time Non-Bargained For employees shall receive 24 hours (3) personal days and 16 hours two (2) floating holiday time per year effective with the first payroll period following July 1st of each year.

Except in the case of emergencies, advance approval of personal days and floating holidays is required. Approval must be sought by the employee and granted by the supervisor in writing or electronically. Both personal days and floating holidays shall be forfeited if unused by June 30th, unless specifically noted otherwise in a collective bargaining agreement.

No employee will accrue personal days and floating holidays while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA") leave and subject to applicable collective bargaining agreements.

(iv) Holidays

The Chancellor shall have the authority to annually establish and approve the District holiday schedule to comport with national holidays and District Closures. Full-time Administrators and Non-bargained for employees generally shall have the following paid holidays.

Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Presidents' Day
College Spring Recess
Memorial Day
Juneteenth

(v) Jury Duty or Witness Leave

All employees shall be granted leave to fulfill their responsibilities as jurors and granted leave if they are subpoenaed as witnesses in any legal proceeding provided that they have no pecuniary interest in the outcome of the matter in which they are called to testify. Full-time Administrators and Full-time Non-Bargained For employees shall receive paid jury duty leave to fulfill their jury duty responsibilities provided that the jury duty pay will be deducted from the employee's pay.

Employees subpoenaed as witnesses must sign over their witness fee pay to City Colleges immediately upon their receipt of the pay in order to be eligible for paid witness leave. Employees summoned to jury duty or subpoenaed as witnesses shall present their summons to their immediate supervisor in advance of the leave.

(vi) Intentionally left blank.

(vii) Bereavement Leave

Full-time Administrators and Non-Bargained For employees may be granted paid bereavement leave for a period not to exceed five (5) workdays. If the leave is granted for the death of a parent, grandparent, parent-in-law, spouse, child, brother or sister, the leave shall be granted in addition to other paid leaves. If the leave is granted for other relatives or close friends, the leave will be charged against the employee's accumulated sick leave bank. The District shall comply with applicable laws concerning bereavement leave, including unpaid bereavement leave.

(viii) Family and Medical Leave

Consistent with the Family and Medical Leave Act of 1993 ("FMLA"), employees shall be eligible for a family and medical leave up to twelve (12) weeks under the FMLA provided that: (a) the employee has worked for City Colleges of Chicago for at least twelve (12) months; (b) the employee has worked at least 1000 hours in the immediately preceding twelve (12) month period; and (c) the employee does not exhaust the twelve (12) week maximum during any twelve month period. Employees shall be required to submit a Health Care Certification as a condition of leave. Employees may use appropriate paid leave days during the period of the family and medical leave or may elect to take the leave without pay.

No employee will accrue paid leave time while on a paid or unpaid leave of absence, with the exception of approved intermittent FMLA leave and subject to applicable collective bargaining agreements.

(ix) Victims' Economic Security and Safety Act Leave

Consistent with Illinois Victims' Economic Security and Safety Act ("VESSA"), employees who are victims of domestic or sexual violence or who have family or household members who are victims of such violence shall be eligible to take up to twelve (12) weeks of unpaid leave per any twelve (12) month period to seek medical help, legal assistance, counseling, safety planning, and other assistance.
Employees shall be required to submit certification as a condition of leave. Any accrued paid vacation, sick days, or personal leave may be substituted for any unpaid leave.

No employee will accrue paid leave time while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA") leave and subject to applicable collective bargaining agreements.

(x) Voting (Election Day) leave

In accordance with applicable law, all full-time Administrators and Non-Bargained For employees may be granted up to two (2) hours leave on Election Day in order to fulfill their civic responsibilities to vote, provided that the employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls. Colleges and departments will schedule times for voting leave depending on their operational needs.

(xi) Personal Leaves of Absence

Full-time Administrators and Non-Bargained For employees who are not eligible for any other type of paid or unpaid leave may be granted a personal leave of absence by the Chancellor for a period not to exceed five (5) months for good cause.

Employees desiring to take a personal leave of absence must submit a written formal request to the Human Resources department at his/her work location as soon as the need for personal leave of absence is known. Employees who are granted a personal leave of absence may, at their option, use appropriate paid accumulated leave banks for any paid portion of the leave and once exhausted, the leave shall be unpaid. Employees will not accrue paid leave time while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA") leave. Employees granted said leaves shall be reinstated to their former position at the conclusion of the leave, if it is available. Personal leave of absence is discretionary and is subject to approval by the Office of Human Resources.

Notwithstanding this provision or any other provision in the Board policies, the Chancellor may grant a paid personal leave only to critical Full-time Administrators and Non-bargained for employees under exceptional circumstances, which include:

1) A pending internal review or investigation where it is deemed necessary to remove the employee from the work place while the review or investigation ensues;

2) A pending discharge or termination for disciplinary reasons where the discharge or termination process has been initiated;

3) Emergency conditions where no other suitable administrative option exists; or

4) Other special circumstances where it is in the District's interest to place the employee on a paid personal leave.

(xii) Administrators' Professional Advancement Leaves (paid and unpaid)

Full-time Administrators may request leaves for professional advancement that may be granted in the exercise of discretion by the Chancellor and subject to approval by the Board of Trustees. Such leaves may be granted for the purpose of advance study

research, writing, exchange teaching, or any other professional experience relating to a field of employment which will be of benefit to City Colleges of Chicago. Professional advancement leaves may be granted with full pay, with one-half (1/2) pay, or without pay with in the Chancellor's discretion and subject to approval by the Board of Trustees. Employees will not accrue paid leave time while on a paid or unpaid leave of absence, with the exception of approved intermittent Family Medical Leave Act ("FMLA") leave. Upon conclusion of the leave, full-time Administrators granted this leave may return to their former
position or, if not available, any other position for which they qualify as determined by the Chancellor in the exercise of his discretion.

Leaves with pay under this section will be subject to written agreement between City Colleges and the Administrator which sets forth the terms and conditions of the leave. In the case of paid professional advancement leave the Administrator must agree not to accept any full-time employment during the period of the leave unless the employment is ancillary or part of the advance study, research, writing, exchange teaching or the professional services done as part of the leave. The compensation to be paid to the Administrator during the leave shall be reduced by the amount of pay for full-time employment earned by the Administrator from other sources during the leave.

(xiii) Military Leave

A Full-time Administrator or Non-Bargained For employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period actively spent in military service, including:

a. basic training;
b. special or advanced training, whether or not within the State, and whether or not voluntary;
c. annual training; and
d. any other training or duty required by the United States Armed Forces.

During these leaves, the employee's seniority and other benefits shall continue to accrue.

During leaves for annual training, the employee shall continue to receive his or her regular compensation as a City Colleges of Chicago employee. During leaves for basic training, for up to 60 days of special or advanced training, and for any other training or duty required by the United States Armed Forces, if the employee's compensation for military activities is less than his or her compensation as a City Colleges of

Chicago employee, he or she shall receive his or her regular compensation as a City Colleges of Chicago employee minus the amount of his or her base pay for military activities.

(xiv) Reserve or National Guard Leave

A Full-time Administrator or Non-Bargained For employee who is a member of the Illinois National Guard or a reserve component of the United States Armed Forces or the Illinois State Militia and who is mobilized to active duty shall continue during the period of active duty to receive his or her benefits and regular compensation as a City Colleges of Chicago employee, minus an amount equal to his or her military service duty base pay.

(xv) Peace Corp Leave

Full-time employees who leave their positions to serve with the United States Peace Corps shall be afforded the same benefits as employees who take active-duty military leave except that no contributions shall be made to the State University Retirement System on behalf of an employee on Peace Corps Leave.

(xvi) Maternity/Parental Leave Policy and Procedures

Full-time Administrators and Non-Bargained For employees eligible for FMLA may also be eligible for paid Maternity/Parental Leave. An employee is FMLA leave eligible if he or she has been employed with City Colleges of Chicago for at least twelve (12) months and has worked a minimum of 1,000 hours during the 12-month period prior to the leave. Eligible employees will receive the following paid Maternity/Parental leaves:

- Up to eight (8) weeks paid maternity leave to a birth mother to recover from a non-surgical delivery; or
- Up to eight (8) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or
- Up to four (4) weeks paid parental leave for the birth of a child or children to a spouse or domestic partner of the birth mother; or
- Up to four (4) weeks paid parental leave for the adoption of a child or children by the employee or the spouse or domestic partner of the employee.

For any additional nonmedical Maternity/Parental leave, an employee may combine other earned paid time off, including vacation or personal days, sick leave and floating holidays with Maternity/Parental Leave to achieve the maximum amount of paid time off from work while taking FMLA leave.

FMLA leave time runs concurrently with any paid leave benefits, including Maternity/Parental leave. The concurrent use of paid Maternity/Parental Leave and

FMLA leave will decrease, in whole or in part, the amount of FMLA leave available to an Eligible Employee.

Requesting Paid Maternity/Parental Leave

Eligible employees must submit a completed Leave Request Form, requesting FMLA leave, to City Colleges of Chicago's Benefits Department at least thirty (30) days prior to the date of the leave. To the extent the 30 day notice is not possible, the employee must submit a Leave Request Form to the Benefits Department as soon as possible.

Maternity Leave

Employees requesting paid maternity leave must also submit FMLA Medical Certification indicating the expected delivery date. If an unforeseen medical condition requires an employee to stop working prior to the originally anticipated start date of the leave, the employee must provide as much advanced notice as reasonably possible to the Benefits Department by submitting medical verification of the need to start the leave early.

Spouse or Domestic Partner Parental Leave

Employees requesting paid parental leave must also submit proof of marriage or domestic partnership at least thirty (30) days in advance of the leave and FMLA Medical Certification confirming the pregnancy of their spouse or domestic partner or a birth certificate within sixty (60) days of taking the leave. To the extent the 30 day notice is not possible, the employee must submit a Leave Request Form to the Benefits Department as soon as possible.

Adoption Leave

Employees requesting paid adoption leave must also submit either certification from an adoption agency confirming that the employee, or the employee's spouse or domestic partner (along with proof of the spousal or domestic partnership relationship), has been matched by the agency with a child or children; or a birth certificate within sixty (60) days of taking the leave confirming that the employee, or the employee's spouse or domestic partner (along with proof of the spousal or domestic partnership relationship), is the adoptive parent.

(f) Learning Opportunities Reimbursement

Employees may be allowed reimbursement of fees paid for outside learning opportunities. Outside learning opportunities are defined as short term seminars, educational and training classes but do not include tuition for credit toward degrees or seminars, educational and training classes provided by the District or that the District requires employees to attend.

Costs include tuition, fees, books and supplies. The Chancellor and designees shall develop a policy for reimbursement of such fees, including eligibility criteria. Employees who resign or are terminated prior to one (1) year of employment shall be required to reimburse the District for any costs reimbursed under the policy so promulgated. An Outside Learning Opportunities Reimbursement Agreement consistent with this Policy must be signed by the employees prior to the employee's attendance or enrollment.

(g) Tuition Reimbursement

Full-time Administrators and Non-Bargained for employees are eligible to apply for tuition reimbursement for courses offered by colleges and universities accredited by the Higher Learning Commission or vocational/technical institutions licensed and approved by the State of Illinois or the Commission of the National Association of Trade and Technical Schools. Courses at schools not so accredited may be approved by the Provost, if such courses have been authorized by a licensing board and/or professional association. A course will not be reimbursed if a comparable class is offered at City Colleges.

Courses of study must be related to the employee's current or probable future work with the City Colleges of Chicago. Reimbursement is limited based on the yearly budget allotment set annually in July by the Office of Human Resources. Reimbursement is for tuition only; costs of books, lab fees, late penalties, supplies and other special fees are NOT reimbursable. Review courses for licenses or degrees, such as the Bar Review or CPA Review, will not be reimbursed.

(h) Tuition Waivers

All full-time employees are eligible to receive free tuition at City Colleges for themselves, a spouse, domestic partner, and dependent children up to age 25. Free tuition is limited to credit classes only. The individual is still required to pay any student fees.

2. PART TIME EMPLOYEES

Subject to the terms of applicable collective bargaining agreements, part-time employees shall be eligible for the following employee benefits:

(a) Retirement Program

All part-time employees shall be enrolled in the State Universities Retirement System subject only to eligibility criteria established by Article 21 of the Illinois Pension Code, or by other agencies authorized to establish criteria there under.

(b) Unpaid Holidays

Subject to applicable collective bargaining agreements, all part-time employees shall observe the holidays set forth in Board Policy 4.13 (e) (iv) as unpaid days off.

(c) Family and Medical Leave

Part-time employees may be eligible for Family and Medical Leave consistent with Board Policy 4.13 (e) (viii), provided however that they have worked 1000 hours in the twelve (12) month period immediately preceding the leave and meet the other criteria set forth in that Policy.

(d) Victims' Economic Security and Safety Act Leave.

Consistent with Illinois Victims' Economic Security and Safety Act ("VESSA"), employees who are victims of domestic or sexual violence or who have family or household members who are victims of such violence shall be eligible to take up to twelve (12) weeks of unpaid leave per any twelve (12) month period to seek medical help, legal assistance, counseling, safety planning, and other assistance. Employees shall be required to submit certification as a condition of leave.

4.14 PROMOTIONS AND TRANSFERS.

Promotions are appointments of existing District employees to higher graded job classifications. A transfer is a movement by a District employee between Departments, Colleges and work locations with no associated change of pay, salary grade or job classification or title. Rank promotions pertain to honorific titles of full-time faculty. The Board encourages District employees to seek professional advancement by seeking promotions to higher graded positions, transfers within the District and rank promotions. To that end, job opportunity notices shall be published to all District employees on the Board's internet site with instructions on application processes. Nothing in this Policy shall be construed to afford a preference to current employees in the application process or to prohibit involuntary transfer of District employees based upon operational needs. The Chancellor and designee shall develop standards, criteria and schedules for applications for full-time faculty rank promotions. All rank promotions shall be subject to approval by the Board.

4.15 MARKET/EQUITY SALARY ADJUSTMENTS.

When necessary and appropriate, salary adjustments not related to performance, but intended to correct market or equity disparities may be proposed for Administrators and Non-Bargained For employees. Institutional resources regarding market data are available and should be utilized. All salary adjustments shall be recommended to the Board by the Chancellor, upon the recommendation of the Chief Talent Officer.

4.16 REDUCTION IN FORCE.

(a) The Board shall approve mass reductions in force for full-time employees. Reductions in force may be approved due to lack of funds, lack of work, contracting of functions, reorganizations or other business or operational reasons. Except with respect to full-time faculty and non-bargained for employees, employees who are to be laid off shall be afforded twenty-one (21) days advance notice of the layoff, or, upon approval of the Board, pay *in lieu* of notice. Reductions in force in full-time faculty or non-renewal of full-time faculty shall not be limited by this Policy. Reductions or non-renewal of full-time faculty shall be implemented in accordance with the provisions of the State Act.

(b) Employees notified of impending layoff or on layoff status will be provided the City Colleges website address where the most current vacancies are posted. Employees notified of impending layoff or laid off employees shall have the right to apply for all vacant positions, and shall have priority over all applicants for positions for which they are qualified unless another applicant is, in the judgment of the Chancellor or the Chancellor's designee, more qualified to perform the required work.

(c) Employees who are rehired within two (2) years after layoff shall not suffer any break in seniority.

4.17 SUSPENSIONS AND TERMINATIONS.

4.17.1 At Will Employees.

Except as provided by explicit provision of a collective bargaining agreement or the tenure provisions of the State Act, District employees are employed at-will and serve at the pleasure of the Board. At-will employees include administrators, employees who serve in a confidential, supervisory and/or management capacity, part-time,

probationary, and temporary employees. The employment relationship between the Board and these employees may be terminated by either the employee or the Board at any time, for any reason, with or without cause. These employees may have their hours reduced or changed within the discretion of the Chancellor or designee. Suspensions, demotions or termination of full-time at-will employees shall be ratified by the Board at its next regularly scheduled public meeting following the suspension, demotion or termination. If the Board declines to ratify the suspension, demotion or termination of a full-time at-will employee, the employee shall be reinstated and made whole for all wages and benefits lost. Board approval for the suspension, demotion or termination of part-time, at-will employees shall not be required and all such authority to implement these actions is delegated to the Chancellor or designee.

4.17.2 Employees covered by Collective Bargaining Agreements with Just Cause Provisions.

(a) Cause.

District employees who are subject to the terms and conditions of a collective bargaining agreement with an explicit "for cause" provision may not be disciplined, demoted or terminated from employment without cause. Disciplinary procedures for suspension, demotion and termination of employment set forth in collective bargaining agreements shall serve as the employee's due process. Collective Bargaining Agreements that do not contain specific disciplinary procedures shall be governed by the provisions of Board Policy 4.17.2(b) or, in the case of a recommendation to terminate full-time, tenured faculty, Board Policy 4.17.2 (c).

(b) Suspensions, Demotions & Termination of Employment – Pre-disciplinary Meeting and Board approval requirements.

The Chancellor shall approve all suspensions of thirty (30) days or more, demotions or termination of employment and such actions shall be ratified by the Board at its next regularly scheduled public meeting following the suspension, demotion or termination. If the Board declines to ratify the suspension, demotion of termination of employment, the employee shall be reinstated and made whole for all wages and benefits lost.

All employees whose suspensions (regardless of length), demotions or termination of employment must be for cause shall be afforded pre-disciplinary process as follows:

(i) Management or supervisory personnel shall recommend disciplinary action of suspension, demotion or termination of employment for employees under their supervision by scheduling a pre-disciplinary meeting with a management

representative and provide five (5) business days advance written notice of the disciplinary meeting to the employee and to the appropriate bargaining representative(s). Said notice shall contain a brief explanation of the evidence in support of the recommendation. The Chancellor or his designee shall appoint the management representative to conduct the pre-disciplinary meeting.

(ii) At the pre-disciplinary meeting, the employee will be afforded an opportunity to respond to the charges and provide evidence in contradiction or mitigation of the charges. To the extent provided by applicable law, a Union representative may assist the employee during the pre-disciplinary meeting.

(iii) At the conclusion of the meeting, the management representative, through the College President or Chief Talent Officer, shall recommend to the Chancellor whether, and, if so, what disciplinary action should be taken against the employee. If the recommendation is for a suspension of thirty (30) or more calendar days, a demotion or termination of employment, the Chancellor shall submit the recommendation to the Board for approval at the next regularly scheduled public meeting of the Board. If the recommendation is for discipline of a suspension of less than thirty (30) days and that recommendation is approved by the Chancellor, the Chancellor or designee shall implement the discipline immediately without Board action.

(iv) For purposes of this Policy, a "pre-disciplinary meeting" or "disciplinary meeting" shall be synonymous with a "pre-disciplinary hearing" or "disciplinary hearing" or "Chancellor's level hearing."

(c) Termination of full-time, tenured faculty shall be in accordance with tenure provisions of the State Act. Non-renewal of the regularly employed, non-tenured, full-time faculty shall be in accordance with the State Act.

4.17.3 Suspensions and Leave Pending Investigation, Pre-disciplinary Meetings and Board Action.

(a) Egregious misconduct

(i) In cases in which the Chancellor or designee determines an employee's conduct to be egregious, the employee may be immediately suspended without pay pending the completion of the process set forth in Policy 4.17.2. The Chancellor or designee shall convene an emergency meeting with the employee, and the employee shall be notified of the charges and the

evidence upon which they are based. The employee shall be afforded an opportunity to respond to the charges and evidence.

(ii)) The emergency meeting shall be convened immediately or as expeditiously as possible under the circumstances.

(iii) In the event the charges are determined to be without foundation at the conclusion of the process set forth in Policy 4.17.2, the employee shall be paid full back pay.

(iv) Examples of serious employee conduct issues that the Chancellor or designee may determine to be "egregious conduct" include but are not limited to: violence; illegal discrimination or harassment of any kind; theft of Board, student or co-employees' property; a positive drug or alcohol test; fraud involving the property of the Board, students or co-employees; severe disregard for Board and District policies, rules, and regulations; grossly unethical, inappropriate, and/or criminal behavior; or any other conduct in which the employee's continued presence at the work site poses a risk of imminent harm to the personal safety of District employees or to Board assets.

(v) For purposes of this Policy, a "pre-disciplinary meeting" or "disciplinary meeting" shall be synonymous with a "pre-disciplinary hearing" or "disciplinary hearing" or "Chancellor's level hearing."

(b) Other cases

In all other cases in which employees subject to Policy 4.17.2 are being recommended for termination, charged with or suspected of misconduct, the Chancellor may place such employees on paid administrative leave pending investigation, a pre-disciplinary meeting or hearing, or Board action on a recommended termination, if the Chancellor determines that the employee's continued presence at the workplace is detrimental to District operations. In no event may a paid administrative leave under this section exceed ninety (90) calendar days.

4.18 TERMINATION DUE TO LACK OF ACTIVE SERVICE AND/OR BREAKS IN SENIORITY.

Employees who have not actively worked for a period of twelve (12) continuous months shall be administratively terminated as District employees and their continuous service or seniority shall be broken unless the Board has approved a leave in excess of twelve (12) months under the leave provisions of this Article or the Employee Manual.

Employees who have been administratively terminated shall be eligible for rehire provided they re-apply and re-qualify for Board employment.

4.19 ABANDONMENT OF EMPLOYMENT.

Consistent with the procedures outlined in the Employee Manual, an employee will be considered to have abandoned his/her employment and shall be subject to termination of his/her employment if:

a. The employee is absent for three (3) consecutive work days without prior written approval and without speaking directly with his/her supervisor; or

b. The employee is on an approved leave or vacation and fails to either return to work on the scheduled date of return or to obtain a written approval for an extension of leave and/or vacation prior to the scheduled date of return.

Termination of employment under this Policy shall be effective as of the last date of actual work or the last date of the approved leave and/or vacation, whichever applies.

4.20 RESIGNATIONS.

District employees are requested, but not required, to give two (2) weeks or more written notice of their intent to resign in writing to their supervisor/department head with a copy to the Chancellor and Chief Talent Officer as a matter of professional courtesy. Resignations are irrevocable except where the Chancellor determines that revocation of the resignation is in the best interest of the District**.**

4.21 RETIREMENT.

a. All statements of intent to retire shall be in writing and shall be revocable by the employee for a period up to forty-eight (48) hours after submittal. The Board shall act upon the retirement as soon as practicable.

b. Administrators, age 55 and over, who have served continuously for ten (10) years and are eligible for an annuity under the State Universities Retirement System (SURS) are eligible for consideration in the Board's early retirement plan.

4.22 HIRING & EMPLOYMENT OF STATE UNIVERSITY RETIREMENT SYSTEMS ("SURS") ANNUITANTS.

In accordance with SURS Return to Work Law, the City Colleges of Chicago's policy regarding the conditions for employment of SURS annuitants shall be administered in the following manner:

a. SURS Annuitants hired/re-hired on or after April 4, 2014. Effective April 4, 2014, City Colleges of Chicago shall discontinue hiring/re-hiring SURS annuitants. City Colleges of Chicago will consider exceptions to this policy on a case-by-case basis, prior to the employment of a SURS annuitant. Any decision to hire/re-hire a SURS annuitant requires the express written authorization of the Chancellor or designee.

b. SURS Annuitants employed prior to April 4, 2014. All SURS Annuitants employed prior to April 4, 2014 are subject to employment modifications necessary to comply with this policy and applicable laws. Any such modifications will be coordinated through the Office of Human Resources in conjunction with the individual employee and City Colleges of Chicago departments involved.

ARTICLE 5
LEGAL AND COMPLIANCE

5.1 ANTI-FRAUD POLICY.

The goal of the Anti-Fraud policy is to improve systems and procedures, change the attitudes of the employees, and improve the overall integrity and performance of the City Colleges of Chicago. Strategies incorporated in fraud prevention plans should aim to:

- Perform an entity-wide risk assessment that links risks to controls
- Create and maintain a culture of honesty and high ethics: Set the tone at the top by setting achievable goals and expressing "zero tolerance" for unethical behavior
- Train employees regularly regarding the District's values and code of conduct
- Have a strong system of controls: Identify ways to increase security in transaction processing/handling, record keeping, payment systems, and computer operations
- Detect the warning signs in financial records: Create internal mechanisms that highlight potential transgressions (e.g. edit/exception reports, supervisory review)
- Report irregularities: Create a system for employees to report (anonymously if necessary) illegal or unethical actions they have witnessed or suspected

5.1.1 Policy Guidelines.

A. Policy Statement

a. The City Colleges of Chicago has measures for the prevention, detection, and management of fraud and for fair dealing in matters pertaining to fraud. Management is responsible for detecting embezzlement, misappropriation, and other irregularities. Each member of the management team should be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. Also the management team has a responsibility to identify and document these improprieties when they occur.

b. Any irregularity detected or suspected must be reported immediately to the Office of the Inspector General who coordinates all investigations with the legal department and other affected areas, both internal and external.

B. Scope

This policy applies to the employees, officers and Board members of the City Colleges of Chicago. Additionally, this policy applies to all consultants, independent contractors and vendors of the District.

C. Definition

Fraud is not restricted to monetary or material benefits. It includes intangibles such as status and information. For the purpose of this policy, fraud against the City Colleges of Chicago includes but is not limited to:

- Forgery or alteration of any document or account
- Forgery or alteration of a check, bank draft, or any other financial report or document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Accepting or seeking anything of material value from vendors or persons providing services/materials to the company (for exceptions see the Gift Ban Policy)
- Destruction or the improper removal of records, furniture, fixtures, or equipment
- Unauthorized alteration of academic and student financial records

D. Strategies

Strategies to discourage fraud and misconduct should be communicated and reinforced with all employees. To this end, all departments should:

- Participate in in-house training programs covering fraud, fraud detection and fraud prevention
- Require all staff to acknowledge awareness and receipt of the associated policies and agreements for the prevention, detection, management and reporting of fraud and corrupt conduct by signing an annual affidavit and/or at the time of hire. The City Colleges of Chicago policies and agreements should include:

    - Ethics Policy
    - Employee Handbook (work rules)
    - EEO Policy and Complaint Procedures
    - Computer Use Policy
    - Board Rules
    - Operations Manual

- Encourage staff to report suspected fraud directly to those responsible for investigation without fear of disclosure or retribution
- Require vendors and contractors to agree in writing as a part of the contract process, to abide by the City Colleges of Chicago policies and procedures, and thereby avoid any conflict of interest
- Implement a fraud hotline for reporting suspicions of fraud

Human resources pre-employment strategies aimed at fraud prevention include:

- Criminal background checks of employees, as required by board rules
- Contacting previous employers and references
- Verifying transcripts, qualifications, publications and other certification or documentation
- Drug testing as a condition of employment

E. Review and Approval of Policy

In the interest of maintaining best practices, the policy on Anti-Fraud shall be reviewed by the Director of Internal Audit and the Inspector General annually. The outcome of the review shall be reported to and approved by the Audit Committee of the Board.

5.1.2 Responsibilities.

A. Responsible Officer

The Inspector General is responsible for the investigation of complaints relating to suspected fraudulent activity.

In the conduct of the investigation, the Inspector General shall be empowered to seek the services of other persons as appropriate.

B. Responsibilities for Implementation of This Policy

Under the direction of the Chancellor and the Board of Trustees, the Internal Audit function audits internal controls over CCC's operations and provides recommendations that help prevent, detect and deter fraud.

All officers and supervisors must share responsibility for the prevention and detection of fraud and for the implementation of the City Colleges of Chicago fraud strategy. Similarly, all staff must share in that responsibility. All officers and supervisors should ensure that they:

- Display a positive, appropriate attitude towards compliance with laws, rules and regulations;

- Are aware of common indicators/symptoms of fraudulent or other wrongful acts (e.g. by participation in relevant staff training programs and/or literature research) and respond to those indicators as appropriate;
- Establish and maintain proper internal controls to provide for the security and accountability of City Colleges of Chicago resources and prevent/reduce the opportunity for fraud.
- Are aware of the risks and exposures inherent in their area of responsibility.
- Respond to all allegations or indications of fraudulent or wrongful acts by reporting such allegations to a member of the Office of the Inspector General.

For this purpose, officers and supervisors will be supported by relevant services within the City Colleges of Chicago. Although activities may be undertaken by others, it is each manager's responsibility to actively support and encourage those activities and to be sure that they extend to his or her area of organizational responsibility. To this end, management should incorporate into their annual planning processes, fraud control plans as well as fraud awareness programs and training.

5.1.3 Reporting.

A. Duty

All employees are responsible for reporting suspected fraud. Fraud constitutes a form of corrupt conduct. Any employee who suspects fraudulent activity must immediately notify their supervisor or the Office of the Inspector General.

The Director of Internal Audit and/or Inspector General designee shall report to the Audit Committee any matter:

- which he/she suspects on reasonable grounds concerns or may concern corrupt conduct, criminal conduct, criminal involvement or serious improper conduct
- which is of concern to him/her in his or her official capacity

B. Procedure

1. Complaints or reports of fraud

Complaints or reports of fraud may be reported via any of the following

methods:

i. A complainant may report fraud tips via the CCC fraud hotline (312)553-3244 or directly to the Office of the Inspector General.
ii. Generally a complainant may report fraud to his/her immediate supervisor, who will in turn report the issue to the Office of the Inspector General.
iii. If the complainant does not want to involve his/her supervisor, an alternative channel for confidential reporting is available by direct reporting to the Office of the Inspector General.
iv. Where the employee does not wish to report the matter to their supervisor they may make a report directly to the Office of the Inspector General.
v. Complainants are encouraged to provide a written summary of any complaint. See the Office of the Inspector General web page. The link to the Office of the Inspector General web page is www.ccc.edu (Click on District Departments and scroll down to The Office of the Inspector General).

Written, signed and dated summaries by the complainant or supervisor should identify, where known/possible the:

- department and/or location of the alleged incident
- key person(s) involved
- nature of the alleged incident
- time period over which the alleged incident has occurred
- value associated with the alleged incident
- documented evidence in support of the alleged incident

2. Where to Make a Fraud Report

All allegations of fraud should be reported to the Office of the Inspector General. An email can be sent to InspectorGeneral@ccc.edu. All complaints will be investigated by the Office of the Inspector General. You may access a complaint form by going to the Inspector General web page located at www.ccc.edu under the heading of District Departments.

3. Timely communication

Supervisors must maintain confidentiality and report matters related to corrupt or criminal conduct, criminal involvement or serious improper conduct to the Office of the Inspector General within one working day of their acquiring knowledge of the matters or, in cases where this is not practicable, as soon as possible. The Inspector General shall provide the Chancellor and the Audit Committee with a report on matters of corruption as soon as possible.

4. Communication for executive review

Where a matter is considered appropriate for official reporting, a draft report shall be prepared by the Office of the Inspector General, with an initial review being performed by the General Counsel. If the matter is serious or urgent, phone contact should be made with the Chancellor as soon as possible. The final draft of the report shall be forwarded to the Chancellor for review. The Office of the Inspector General shall report all matters (in writing) to the Board of Trustees through the Audit Committee. The report shall contain a description of the particular wrongful act suspected, the evidence which might substantiate it, and the action which has been taken or which is intended to be taken in relation to it.

5. Ongoing communication with the Board

The Board of Trustees is to be kept informed by the Chancellor of significant developments as they occur. Complainants, unless anonymous, will generally be advised of the eventual outcome of cases and will, to the extent permitted by the Board of Trustees, be kept informed throughout the process of an investigation, via the Office of the Inspector General.

5.1.4 Handling Investigations/Complaints.

A. Confidentiality

Any report or information passed to the Office of the Inspector General is to be kept confidential and the fact that the Office of the Inspector General has received such report or information, or any details, should be conveyed only to those people who require the knowledge in the proper performance of their office or function. Confidentiality will be maintained at all times. Any report back to the complainant will be made in a manner so as not to compromise that confidentiality.

B. Cooperation with law enforcement

Everyone must cooperate fully with law enforcement and regulatory agencies, including reporting to such agencies and support of prosecution, where necessary.

C. Authorization for Investigating Suspected Fraud

Unless otherwise directed by the Chancellor, the Office of the Inspector General is responsible for coordinating investigations into matters of corrupt conduct. In those instances in which the Inspector General believes it to be in the best

interests, the Inspector General has the authority and duty, after consulting of
CCC with appropriate executives,
to:

- Take control of, and/or gain full access to all District premises,
- Examine, copy, and/or remove all or any portion of the contents of files (electronic or paper), desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities.

D. Fair Treatment

All suspects will be treated consistently without regard to position held, past performance or length of service, together with due regard to justice and procedural fairness.

5.1.5 Whistleblower Protection.

Employees should be assured that the City Colleges of Chicago will make every reasonable effort to ensure that they will not be victimized or disadvantaged by making a complaint. Action to cover up the wrongdoing and or to retaliate against, or victimize witnesses is strictly forbidden, and could itself constitute conduct within the jurisdiction of municipal, state or federal law.

An employee shall not be subject
to:

- Threat of personal safety or career advancement
- Intimidation, harassment, or be threatened with intimidation or harassment
- Acts of retaliation or any act that is, or is likely to be, a detriment to the employee because he/she:
    - has assisted, is assisting or will or may in the future assist the Office of the
    - Inspector General (or General Counsel)
    - is employed by or acting on behalf of, an independent agency or appropriate authority to whom or which an allegation has been referred

- has exercised a power, or performed a duty, conferred or imposed by this policy

5.1.6 Discipline and Termination.

If an investigation results in a recommendation to discipline or terminate an individual, the recommendation will be reviewed by the Vice Chancellor of Human Resources and, if necessary, by the General Counsel before any such action is taken. The Chancellor shall be responsible for taking appropriate action against any employee(s) involved in matters of corrupt conduct as recommended and approved by the Board of Trustees.

5.1.7 Penalties.

1. Any City Colleges of Chicago employee who violates the City Colleges of Chicago Anti-Fraud Policy may be subject to discipline, including suspension or dismissal.

2. Any City Colleges of Chicago official who violates the City Colleges of Chicago Anti-Fraud Policy may be subject to disqualification from office.

3. Any contractor doing business with the City Colleges of Chicago found to have violated the City Colleges of Chicago Anti-Fraud Policy may be barred from doing business with City Colleges, along with any other penalty provided for in this Policy.

4. If the Inspector General has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Inspector General shall refer the matter to the appropriate law enforcement authority.

5.2 ETHICS POLICY.

5.2.1 Purpose.

The purpose of the Board Ethics Policy is to promote public confidence in the integrity of the City Colleges of Chicago by establishing consistent standards for the conduct of City Colleges of Chicago business by Board members and City Colleges of Chicago employees and contractors.

5.2.2 Definitions.

Whenever used in this Policy, the following terms shall have the following meaning: (a) “Board” means the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois.

(b) “Board action” and “Board activity” mean any and every activity undertaken by

the Board itself or by any Board member or employee in furtherance of any decision, mandate or request of the Board.

(c) “Board contract” means any contract entered into pursuant to Board action of Trustees of the City Colleges of Chicago.

(d) “Board member” means any person serving as a member of the Board.

(e) "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, state, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

(f) “Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

(g) “Collective bargaining” means bargaining over terms and conditions of employment, including hours, wages and other conditions of employment as defined in the Labor Relations Act (5 ILCS 315/3).

(h) “Contractor” means any person (including his/her agents or employees) acting within the scope of their employment doing business with the District.

(i) "Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this policy, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

(j) “Compensation” means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

(k) "Compensatory time off" means authorized time off earned by or awarded to an

employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

(l)) “Contract management authority” means personal involvement in or direct supervisory responsibility for the formulation or execution of a Board contract, including, without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

(m) "Contribution" a gift, donation, dues, loan, advance or deposit of money or anything of value knowingly received in connection with the nomination for election of any person to public office as further defined by Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

(n) “District” means Community College District No. 508, County of Cook and State of Illinois.

(o) “Doing business” means any one or combination of sales, purchases, leases or contracts to, from, or with the Board in an amount in excess of $5,000 in any twelve (12) consecutive months.

(p) "Employee" means a person employed by the District, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

(q) "Employer" means the District.

(r) “Expenditure” means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.
(s)) “Familial relationship,” identical to the definition of “Relative,” exists when two persons are related by blood, law, or marriage.

(t) "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

(u) "Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

(v) Officer" means a person who holds, by election or appointment, an office created by

statute or ordinance, regardless of whether the officer is compensated for service In his or her official capacity.

(w) “Person” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, whether or not operated for profit.

(x) "Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

(y) "Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a County Clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a County Clerk.

(z) "Prohibited political activity" means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting or other political event.

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

(4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to

get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
advocate for changes in their terms and conditions of employment or academic

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

(aa) "Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or nonperformance of the official duties of the officer or employee.

(bb) “Relative” means a person who is related to a Board member, employee, or spouse or any of the following whether by blood or by adoption: parent, child, brother or
sister, aunt or uncle, cousin, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother,

stepson
or stepdaughter, stepbrother or stepsister, half-brother, half-sister.

(cc) “Romantic relationship” exists when, without benefit of marriage, two persons as consenting partners [1] have a sexual union or [2] engage in partnering or courtship that may or may not have been consummated sexually.

(dd) “Seeking to do business” means [a] taking any action within the past 6 months to obtain a contract or business from the District which, if such action were successful, would result in the person doing business with the District; and [b] the contract or business sought has not been awarded to any person.

(ee) “Special interest” means any economic or other personal interest that is in any way distinguishable from the interests of the public generally and shall include the economic or other personal interest of a spouse; it may include, but is not limited to, a romantic or familial relationship. The ownership, through purchase or inheritance, of less than 1% of the shares of stock in a corporation, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of
1934, as amended, shall not be considered a special interest.

(ff) “Student officers” means students of the District holding elective or appointed offices.

5.2.3 Fiduciary Responsibility.

(a) Employees, Board members, and Student officers shall at all times in the performance of their duties owe a fiduciary responsibility to the Board, to the students of the District and to the residents of the District.

(b) Nothing in this Policy shall be construed to prohibit any individual employee or groups of employees from exercising whatever individual or collective rights they
may have through collective bargaining, the first amendment, or otherwise to schedules, programs or policies.

5.2.4 Improper Influence.

No employee or Board member shall make or participate in making, or in any way attempt to use his position to influence any Board decision or action in which he knows or has reason to know that he has any special interest. (See Section ee above)

5.2.5 Gift Ban.

Except as permitted by this section, no officer or employee, and no spouse of

or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this section.

Exceptions to the Gift Ban:
(a) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(b) Anything for which the officer or employee, or his or her spouse or immediate family member pays the fair market value.

(c) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(d) Educational materials and missions.

(e) Travel expenses for a meeting to discuss business.

(f) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

(g) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(h) Food or refreshments not exceeding $75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(i) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(j) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intergovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(k) Bequests, inheritances, and other transfers at death.

(l) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than $100.
Each of the exceptions listed in this section are mutually exclusive and independent of every other.

5.2.6 Disposition of Gifts.
An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c) (3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

5.2.7 Use of District Owned Property.
No employee or Board member shall engage in or permit the unauthorized use of District owned property.

5.2.8 Employment of Relatives.
(1) No employee or Board member shall employ or advocate for employment, in any department or any College or program of the District in which said employee or Board member serves or over which he exercises authority, supervision, or control, any person (i) who is a relative of said member or employee, or (ii) in exchange for or in consideration of the employment of any said employee or member’s relatives

by any other member or employee. Relatives shall not receive preferential treatment in the determination of salary, raise or promotion. This sub-section shall not apply to part-time summer employment of less than 4 months per year.

(2) Where a relative of any employee or Board member is employed by a nongovernmental person doing business with the District, the employee or Board member shall not have or exercise contract management authority.

(3) No employee or Board member shall use or permit the use of his position to assist any relative in securing employment or contracts with persons over whom the member or employee exercises contract management authority. The employment of
or contracting with a relative of such a Board member of employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a Board contract may be considered as evidence that said employment or contract was obtained in violation of this section.

5.2.9 Prohibited Political Activities.

(1) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the District in connection with any prohibited political activity.

(2) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(3) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(4) Nothing in this section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Policy.

(5) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System

of Personnel Administration applicable to grant-in-aid programs shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

5.2.10 Conflicts of Interest.

(1) No employee or Board member shall make or participate in the making of any decision or take away any action with respect to any matter in which he has any special interest.

(2) It is a violation of this policy for any employee or faculty member, instructional assistant or other City Colleges' employee to participate in the instruction, evaluation, or supervision of a student with whom there is a romantic or familial relationship. Any employee or faculty member engaged in such relationships shall immediately disclose the romantic or familial relationship to the relevant college administrator, who shall promptly arrange for other oversight for the student.

(3) Any employee who has a special interest in any action or activity pending before the Board or any other of the Colleges of the District shall disclose the nature of
such interest to the head of the department or division to whom that employee reports, as applicable. In the case of any special interest of any Vice Chancellor or head of any department or division of a College, such disclosure shall be made to the Chancellor or to the president of the college, as applicable. The obligation to report under this sub-section arises as soon as the employee is aware of the activity. The obligation to report under this subsection does not apply to applications for health, disability or worker compensation benefits.

(4) Any Board member who has any special interest in any matter pending before the Board or any committee of the Board shall publicly disclose the nature and extent of such interest in the record of proceedings of the Board. Such Board member shall abstain from voting on the action or activity but shall be counted for purposes of a quorum. The obligation to report under this subsection arises as soon as the Board member is aware of such conflict.

(5) No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, shall apply for, solicit, accept or receive a loan of any amount from any person who is either doing business or seeking to do business with the Board; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in
the ordinary course of the lender's business.

5.2.11 Interest in Board Business.

(1) Except as delineated in Sections 9(3) and (4) herein, no employee or Board member shall have a special interest in any contract, work or business of the Board or in

the sale of any article, whether the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the Board. Compensation for property taken pursuant to eminent domain power shall not constitute a financial interest within the meaning of this section.

(2) Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

(3) An employee may contract with the Board for the delivery of goods or services where there is full disclosure of the contractor's relationship to the Board and the Board gives its written consent.

(4) A Board member may contract with the Board for the delivery of goods or services where no comparable goods or services are available, there is full disclosure of the contractor's relationship to the Board, the Board gives its written consent, and the Board complies with all of the provisions of Section 805/3-48 of the Public Community College Act.

5.2.12 Representation of Other Persons.

No employee or Board member may represent or have a special interest in the representation of any person, other than the Board, in (i) any formal or informal proceeding or transaction before or affecting the Board which is of a non-ministerial nature; or (ii) any judicial or quasi-judicial proceeding before any administrative agency or court in which the Board is a party.

5.2.13 Post Employment Restrictions.

(1) No former employee or Board member shall assist or represent any person, other than the Board, in any judicial or administrative proceeding involving the Board if the employee or Board member was counsel of record or participated personally
and substantially in the proceeding during his employment or service on the Board.

(2) No former employee or Board member shall, for a period of one year after the termination of his employment or service on the Board, assist or represent any person, other than the Board, in any business transaction involving the Board if the employee or Board member participated personally and substantially in the subject matter of the transaction during his term of

employment or service on the Board.

(3) Notwithstanding the above, a former employee or Board member may represent or be employed by the Board or another party so long as that representation or employment is not adverse to the Board and he or she first obtains the Board's
written permission.

5.2.14 Confidential Information.

No current or former employee or Board member shall use or disclose, other than in the

performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. No current or former employee or Board member shall utilize such information for his personal benefit or for the benefit of any individual or group. For the purposes of this section, "Confidential Information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act as may be amended from time to time.

5.2.15 Applicability To Contracts.

(Attorneys, Lobbyists, Consultants and Vendors)

(1)) All contracts and leases shall be accompanied by a disclosure of the name and business address of each attorney, lobbyist, or consultant who was retained by the contractor with respect to that contract or lease and the name and business address of any other person who will be paid any fee for communicating with Board employees or officials when such communications are intended to influence the issuance of the contract or lease; provided, however, that this disclosure does not apply to employees of the contractor.

(2)) All bids, proposals or other solicitations for contracts or lease shall be accompanied by a disclosure of the ownership interests of those persons seeking to do business
with the Board. For purposes of this section, the ownership, through purchase or inheritance, of less than 1% of the shares of stock in a corporation, parent, or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, shall not be considered an ownership interest.

(3) No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding $1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the

City Colleges of Chicago who is seeking election to any other office.

(4)) All Board contracts shall contain a provision requiring compliance with this Policy. Any contract negotiated or entered into in violation of this Policy shall be voidable at the option of the Board. Any contractor of the Board found to have violated any of the provisions of this Policy or who fails to provide documents or information requested by the Board or the Board's designee to investigate violations of this Policy shall be subject to cancellation of all existing contracts.

5.2.16 Contract Inducements.

No payment, gratuity, gift or offer of employment shall be made in connection with any Board contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every Board contract and solicitation therefore.

5.2.17 Duty To Advise Or Disclose: Confidentiality Of Disclosure: Prohibition Against Retaliatory Action.

(1) No information shall be withheld from, or false information supplied to, the Board, its members or employees, by any employee or Board member when so doing in any way interferes with, delays or impedes any Board action or the functioning of any Board activity or abets the carrying on or concealment of any violation of this Policy, or of any other rule, regulation or contract of the Board or of any law, statute or ordinance which affects the Board or its activities or property.

(2)) Any information or document assembled as a result of this Policy shall be confidential except as required to implement this Policy. The requirement of confidentiality shall not prevent the Board or its employees from complying with applicable state or federal laws or regulations.

(3)) The Board, to the full extent of its authority, will neither condone nor allow any retribution to be taken against any person for any action taken in furtherance or enforcement of this Policy or in furtherance or enforcement of any other Board action, activity, rule or regulation.

5.2.18 Enforcement Actions.

(1)) Allegations of violations of this Policy shall be reported to the Ethics Officer who shall have responsibility for investigating the allegations and making recommendations to the Board for such disciplinary or other action as may be appropriate to effectuate this Policy.

(2) Any employee or Board member found to have violated any of the provisions of

this Policy or to have intentionally furnished false or misleading information or failed to cooperate in investigations concerning any matter covered by this Policy shall be subject to appropriate sanctions up to and including discharge from employment.

(3) Nothing in this Policy shall preclude the Board from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this Policy or other law, or to recover damages for violation of this Policy.

(4)) The procedures and penalties provided in this Policy are supplemental and do not limit the power of the Board to otherwise discipline employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this Policy is intended to repeal or is to be construed as repealing in any way the provisions of any other applicable statute, ordinance, rule or regulation.

5.2.19 Ethics Training.

All employees and Board members shall complete an annual Ethics Training program offered by the District. Employees or Board members who fail to complete the annual Ethics Training program shall be subject to penalties provided herein.

5.2.20 Ethics Officer.

(1) The Chancellor, with the advice and consent of the Board shall designate an Ethics Officer for the District. The duties of the Ethics Officer may be delegated to an officer or employee of the District unless the position has been created as an office by the District.

(2) The Ethics Officer shall provide guidance to the officers and employees of the District concerning the interpretation of and compliance with the provisions of this Policy. The Ethics Officer shall perform such other duties as may be delegated by the Board.

5.2.21 Penalties.

(1) Any City Colleges of Chicago employee who violates the City Colleges of Chicago Ethics Policy may be subject to discipline, including suspension or dismissal.

(2) Any City Colleges of Chicago official who violates the City Colleges of Chicago Ethics Policy may be subject to disqualification from office.

(3) Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy may be barred from doing business with City Colleges, along with any other penalty provided for in this Policy.

(4) If the Ethics Officer has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Ethics Officer shall refer the matter to the

appropriate law enforcement authority.

5.2.22 Certification.

Every employee and Board member shall certify that he has reviewed and read the provisions of this policy.

5.3 DEBARMENT POLICY.

In order to ensure the effective and efficient administration of and maintain the integrity of City Colleges of Chicago's procurement practices, it is the policy of City Colleges of Chicago (City Colleges) to conduct business legally and only with responsible Vendors. Toward this end, City Colleges shall have the discretion to exclude from participation in its procurement transactions and activities any Vendor who is debarred pursuant to this Debarment Policy or who appears on any suspended, excluded or debarment list issued by any agency of any Federal, State or local government. Debarment shall be used only punishment.

5.3.1 Applicability.

This Debarment Policy applies to any Vendor, principal of any Vendor or an affiliate of any Vendor who has participated, is currently participating or may reasonably be expected to participate in a transaction, contract or other relationship with City Colleges, irrespective of the source of funding.

The Board of Trustees shall have the authority to debar or suspend a Vendor for cause from consideration for award of contracts and from participating in any City Colleges contracts as a contractor, sub-contractor, supplier of any tier, or any other role related to a City Colleges contract.

5.3.2 Definitions.

a. Affiliate is a person who directly or indirectly controls, or has the power to control, another person or is directly or indirectly controlled by another person. Indicia of control include but are not limited to, common or interlocking management or ownership, officers, or directors, identity of interests among relatives, shared facilities and equipment, or common use of employees or agents. Affiliate also means a business entity organized during or following any investigation or proceeding, or organized following the debarment or proposed debarment of a person, which has the same or similar management, ownership, or principal employees as the person who was investigated, part of the proceeding, debarred, or proposed for debarment, or which operates in a manner designed to evade application of this Debarment Policy.

b. Board means the Board of Trustees of Community College District No. 508.

c. Board Contract is any procurement program, activity, transaction, invoice, purchase order or agreement between the Board and a vendor, including all amendments and

modifications to and extensions of a Board contract, regardless of the type, amount or source of funding, and regardless of whether the contract is void or voidable by the Board.

d. Civil Judgment means the disposition of a civil action by any court or tribunal of competent jurisdiction, entered against a vendor, whether by verdict, decision, consent decree, confession of judgment, settlement, stipulation, or otherwise, creating civil liability for alleged wrongful acts, as well as any agreement terminating a dispute before a civil action has been filed in court.

e. Conviction means a judgment or conviction of, or an order of court supervision for, any criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of no contest.

f. Person means any individual, corporation, partnership, joint venture, association, unit of government or other legal entity, however organized.

g. Principal means any officer, director, owner, partner, key employee or other individual with significant management or supervisory responsibilities within a vendor; also a person who has a critical influence on or substantive control over a Board contract, whether or not employed by a vendor; or any affiliate of a vendor.

h. Related transaction means a transaction directly related to a Board contract, which assists a vendor in executing a Board contract, regardless of the extent the person performing the related transaction has a critical influence on or substantive control over the Board contract. Examples include but are not limited to contracts between a vendor and its agents, appraisers, brokers, consultants, lenders and suppliers.

i. Vendor means any person who has entered into a Board contract, or has sought or is seeking to or may enter into a Board contract, or is serving as a subcontractor or supplier on a Board contract. It includes all units, divisions, or other organizational elements of a vendor. Vendor for the purposes of this Policy, also means any affiliate, officer, director, principal or employee who has received a Notice of Proposed Debarment under this Policy.

5.3.3 Causes for Debarment

The Board may debar a Vendor for:

b. Conviction of or Civil Judgment for:

(1) commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;

(2) violation or attempted violation of Federal or State statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, invoices, or claims;

(3) commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or

(4) commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness or honesty, which affects the responsibility of the Vendor.

c. Violation of the terms of a Board contract or subcontract so serious as to justify Debarment, including but not limited to:

(1) willful failure to perform in accordance with the terms of one or more contracts or subcontracts;

(2) a history of failure to perform one or more contracts or subcontracts;

(3) a history of unsatisfactory performance of one or more contracts or sub contracts; or

(4) a history of failure to meet goals under the Board's Minority and Women-Owned Business Enterprise Program ("M/WBE"), or to meet its obligations to provide Equal Employment Opportunities, or a drug-free-workplace, or to fulfill any other contracting or subcontracting obligations imposed by Board Rule or policy, or any other law.

d. Making, causing to be made or attempting to make any false, deceptive, or fraudulent material statement in any bid, proposal, or application for Board or any government work, or in the performance of any such contract for the Board or any governmental unit or agency, or in the application for any permit or license;

e. Making, causing to be made or attempting to make, any false, deceptive, or fraudulent material statement in any application to obtain, expand, or continue certification as an M/WBE;

f. Engaging or participating in bid-rigging or stringing, or facilitating the bid-rigging or stringing of any Vendor or entity or individual;

g. Failure to cooperate with the Office of Inspector General in any investigation;

h. Failure to cooperate with reasonable requests of inspectors, representatives, or other personnel with respect to work under contract provisions, plans, or specifications, or otherwise;

i. Founding, establishing or operating an entity in a manner designed to evade the application or to defeat the purpose of this or any other Board Policy or any provision of any federal, state or local statute, ordinance, rule or regulation or any other applicable law, rule or regulation; or

j. Improper conduct, including but not limited to:

1) intentional or negligent billing or invoicing;

2) submitting false, frivolous or exaggerated claims, documents, or records;

3) falsification of claims, documents, or records;

4) willful or grossly negligent destruction of documents or records the Vendor had an obligation to maintain;

5) bribery or coercion of a government official, or other unlawful tampering with a government official; (6) use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;

6) use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;

7) misrepresentation to any governmental entity, agency or official;

8) falsely claiming to be an M/WBE, falsely claiming to be eligible for any bidding preference or protected market program, or assisting any other individual or entity to make such a false claim;

9) violation of ethical standards established by the Board, or other dishonesty incident to obtaining, pre-qualifying for, or performing any Board contract or modification thereof;

10) violation of ethical standards established by the Board or other dishonesty incident to applying, obtaining, qualifying for, or acquiring any certification, license, or permit related in any way to a Board contract;

11) failing to timely pay any judgment or other adjudicated debt owed to the Board after a request for payment;

12) failing to timely pay undisputed bills or invoices submitted by subcontractors;

13) unreasonably disputing bills or invoices submitted by subcontractors;

14) knowingly or negligently involving a temporarily constrained, voluntarily excluded or debarred Vendor or other Person in a Board contract or a Related Transaction;

15) violating any provision of a Voluntary Exclusion agreement or any other settlement of a Debarment action between the Board and a Vendor or other Person;

16) Debarment, Suspension, Voluntary Exclusion or Interim Constraints imposed by any governmental entity or agency;

17) failing to defend, indemnify, or hold City Colleges harmless pursuant to a contractual obligation after having received a request to do so; or

18) assisting or facilitating another Person in any of the foregoing conduct;

k. A loss or suspension of a license or right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question;

l. Any act or omission with respect to any procurement program, activity, transaction, invoice, purchase order or agreement between a Vendor or other Person and the Public Building Commission of Chicago related to construction, demolition, rehabilitation, renovation or repair of or any other work on any City Colleges property committed with respect to any contract; or

m. Any other cause that the Board, in its sole discretion, deems so serious or of such a compelling nature that it affects the responsibility of the Vendor, including facilitating another Vendor's or other Person's violation of any Board Rule, Board policy, Board contract, or any federal, state or local law relating to public contracting.

5.3.4 Reporting Requirements.

To maintain status as an active Vendor, City Colleges may require Vendors to annually report the following:

a. All officers of the Vendor;

b. All persons owning 25% or greater interest in the Vendor; and

c. Any conviction or violation of state or federal law as determined by a court of competent jurisdiction or in an administrative proceeding attributable to the

Vendor, an officer of the Vendor or a person owning a 25% or greater interest in the Vendor within the last 3 years.

5.3.5 Procedure.

The Chief Procurement Officer will issue a Notice of Proposed Debarment to a Vendor subject to debarment and any specifically named affiliates. All of the following shall be included in the notice:

a. A statement that the proposed debarment action is being considered by City Colleges.

b. A description of the reasons for the proposed debarment in sufficient detail to put the Vendor on notice of the conduct and causes upon which the proposed debarment is based.

c. A statement indicating that within 28 calendar days from the date of the notice, the Vendor may submit, in writing, any information in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute of material facts or any mitigating circumstances.

d. Notification that failure to submit a written protest of the proposed debarment within 28 calendars days from the date of the notice, shall be deemed an admission of allegations set forth in the Notice of the Proposed Debarment.

e. Notification that the Vendor may request to give an in-person presentation to the Chief Procurement Officer to further support the Vendor's written protest.

f. A description of the potential scope, duration and implications of debarment.

g. A copy of this Debarment Policy, to inform the Vendor of its terms, including the procedures applicable to and consequence of Debarment.

5.3.6 Debarment Protest.

a. A Vendor may protest the proposed debarment action by written submission to the Chief Procurement Officer stating in detail the reasons that the proposed debarment is in error. Any documentation supporting the Debarment Protest must be attached, or if voluminous, indexed and included separately. The Vendor's written Debarment Protest shall be received within twenty-eight (28) days from the date of the Notice of Proposed Debarment. Should the Vendor fail to file a timely written Debarment Protest, all of the allegations of the Notice of the Proposed Debarment shall be deemed admitted.

b. If the Vendor believes there is a genuine issue of disputed material fact that cannot be resolved in the written Debarment Protest alone, the Vendor may request to give an in-person presentation to the Chief Procurement Officer to further support the Vendor's written Debarment Protest. Any such request must include a description of the proposed in-person presentation.

c. Within 30 calendar days from receipt of the written Debarment Protest, the Chief Procurement Officer shall provide a written decision denying or granting the Vendor's request for an in-person presentation, or if no request was made by the Vendor, the Chief Procurement Officer may determine that an in-person presentation is warranted and notify the Vendor of such.

5.3.7 Consequences of Notice of Proposed Debarment.

From the date the Notice of Proposed Debarment is issued until a decision is made by City Colleges, the following conditions shall apply to the Vendor:

a. The Vendor may submit bids or proposals on contracts. New contracts may only be awarded conditionally, and if a Vendor is later debarred, the contract(s) may be terminated. The facts underlying a Vendor's proposed debarment and other factors may be considered when evaluating such bids or proposals. When appropriate, contract awards may be delayed to allow City Colleges to reach a decision on the debarment.

b. The Vendor may continue to perform under any contract not identified in the Notice. However, if the Vendor is debarred, City Colleges may not only terminate all of the Vendor's existing contracts, but also may terminate the Vendor's participation as a subcontractor or supplier.

5.3.8 Debarment Recommendations and Decision.

1) The Chief Procurement Officer shall review all facts on which the debarment was based including the Notice of Proposed Debarment and the Vendor's protest and make a recommendation to the Vice Chancellor of Administrative and Procurement Services. The Vice Chancellor of Administrative and Procurement Services shall then review the recommendation and enter a written decision to uphold, modify or overturn the debarment. A copy of the Vice Chancellor's recommendation shall be provided to the Vendor within thirty (30) calendar days of the decision.

2) In actions based upon criminal conviction or civil judgment or in which there is not a genuine dispute over material facts as determined by the Chief Procurement Officer, the Chief Procurement Officer shall make a

recommendation for debarment to the Vice Chancellor of Administrative and Procurement Services. These recommendations shall be based upon all of the information in the administrative record, including any submission made by the Vendor.

3) A recommendation of Debarment shall include the following information:

   a. reference to the Notice of Debarment;

   b. the reasons for recommending Debarment, with reference to record facts;

   c. the period and scope of Debarment, including effective dates;

   d. a statement regarding the effect of the recommended Debarment on the Vendor's existing contracts;

   e. a statement regarding the effect of the recommended Debarment on the Vendor's eligibility

   f. to act as a subcontractor or supplier of any tier on any existing and/or future contracts; and

   g. a statement regarding the effect of the recommended Debarment on the Vendor's affiliates or any other individuals.

4) The decision of the Vice Chancellor of Administrative and Procurement Services to uphold or reverse a recommendation of the Chief Procurement Officer regarding the proposed debarment shall be final. All debarments shall be reported to the Board of Trustees on a quarterly basis.

5.3.9 Voluntary Exclusion.

Voluntary Exclusion is defined as a status, voluntarily accepted by a Vendor as part of a settlement agreement with the Board of Trustees, in which the Vendor is excluded from participating in Board contracts and/or related transactions.

a. The Chief Procurement Officer in conjunction with the Vice Chancellor of Administrative and Procurement Services and the General Counsel may settle a proposed Debarment with a Vendor through Voluntary Exclusion as subject to the Board of Trustee's approval.

b. Vendors who are voluntarily excluded from participation in Board contracts and transactions shall be placed on a list of excluded participants, which list shall be maintained by the Office of Procurement Services.

c. Any Vendor who participates in a contract or related transaction during the period of its Voluntary Exclusion will be deemed to have donated any goods or services so provided, will not be paid for the goods and services, and may be considered for Debarment on the basis of that participation.

5.3.10 Period of Debarment.

The period of Debarment may be permanent, and may extend to any and all goods and services the Vendor has provided or may in the future seek to provide, or it may be for a stated period of time of not less than 1 year. Periods of Debarment may be imposed concurrently or consecutively, in the sole discretion of the Vice Chancellor of Administrative and Procurement Services.

The Vice Chancellor of Administrative Services may determine that a Debarment be cancelled prospectively or the duration and/or scope be reduced or waived , upon the verified, written application of the debarred individual or entity, supported by documentation, for any of the following reasons:

a. Discovery of new material evidence within 2 years after the debarment decision, but only if this evidence could not have been discovered through reasonable diligence before the time to submit it under this Policy had passed (an affidavit explaining why the newly discovered evidence could not have been discovered in time for such submission must be attached), or conclusively documented error in the findings of the Board's decision.

b. Reversal of the Conviction or judgment on which the ineligibility is based. A Vendor debarred from doing business with City Colleges may not perform any work on any City Colleges agreement, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

5.3.11 Scope of Debarment – Imputation.

a. Fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a Vendor may be imputed to the Vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Vendor, or with the Vendor's knowledge, approval, or acquiescence. The Vendor's acceptance or attempted acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

b. Fraudulent, criminal, or other improper conduct of a Vendor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the Vendor who participated in, knew of, should have known, or had reason to know of the Vendor's conduct.

c. Fraudulent, criminal or other improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a Vendor that occurred in connection with the individual's performance of duties for or on behalf of the Vendor may be imputed to any other officer, director, shareholder, partner, employee, or other individual associated with that Vendor who participated in, knew of, should have known of, or had reason to know of the improper conduct.

d. Fraudulent, criminal, or other improper conduct of one Person participating in a joint venture or similar arrangement may be imputed to other participating Persons or their officers, directors, shareholders, partners, employees, agents or other individuals associated with a Vendor if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval or acquiescence of these Persons or these Persons had reason to know or should have known of such conduct. Acceptance or attempted acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

5.4 DATA SECURITY AND IDENTITY THEFT PREVENTION PROGRAM.

5.4.1 Policy Statement.

City Colleges of Chicago developed the Identity Theft Prevention Program pursuant to the Federal Trade Commission (FTC) Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003. This Program was developed in consideration of the size and complexity of CCC's operations and account systems, and the nature and scope of CCC's handling of personal identifiable information (PII). The Office of Internal Audit will monitor and/or provide periodic reviews to ensure compliance with this policy.

5.4.2 Definitions.

Identity Theft is a fraud committed or attempted by using identity information of another person or vendor without permission.

Red Flag is a pattern, practice or specific activity that indicates the possible existence of identity theft.

Covered Account includes all student, employee and vendor information maintained by CCC.

Identifying Information is any PII that may be used, alone or in conjunction with any other information, to identify a specific person or vendor. Specific examples include:

(1) Name
(2) Address
(3) Social Security Number
(4) Date of Birth
(5) Driver's License
(6) Alien Registration Number
(7) Passport Number
(8) Federal Employer or Tax Identification Number (FEIN or TIN)
(9) Identification Number (Student, Employee, Vendor)
(10) Credit Card Number
(11) Bank Account Data
(12) Email Address(es)
(13) Phone Numbers(s)
(14) Benefits Enrollment, Dependents and Beneficiaries

5.4.3 Program.

CCC has established this Identity Theft Prevention Program to detect, prevent and mitigate identity theft. The Program includes reasonable policies and procedures to:

1) Identify relevant red flags for covered accounts it offers or maintains and incorporates those red flags into the Program

2) Detect the red flags that have been incorporated into the Program

3) Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and

4) Update the Program periodically to reflect changes in risks to covered accounts

5.4.4 Identification of Red Flags.

The Program addresses the detection of red flags in connection with the opening of covered accounts and existing covered accounts. Provided below are examples of red flags in each of the existing categories:

A. Suspicious Documents.

1) That appear to be forged, altered or unauthentic; or

2) That are of a person's photograph or physical description and inconsistent with the person presenting the document that are not

consistent with existing student, employee or vendor information

B. Suspicious Personal Identifying Information.

1) That is inconsistent with other information the student, employee or vendor provides (e.g. date of birth, social security number, Federal Employee Identification Number (FEIN) or other authentic information/documentation sources;

2) That is consistent with other fraudulent documentation or activity;

3) That is duplicated social security number for more than one individual or FEIN/TIN of more than one named company;

4) That is a duplicate address or phone number for more than one unrelated individual or company;

5) That is a deliberate omission by an individual or company when requested to do so; or

6) That is identifying information that is inconsistent with documentation maintained in CCC files

C. Suspicious Covered Account Activity or Unusual Use of Account.

1) That changes the address for an account followed by a request to change the student, employee or vendor's name;

2) That show payments that have been stopped on an otherwise consistently up to date account;

3) That indicates an account was used in a way that is not consistent with prior use;

4) That reveals mails sent to a stand, employee or vendor address and repeatedly returned as undeliverable;

5) That is a notice to CCC that a student, employee, or vendor is not receiving mail sent from within CCC;

6) That is a notice to CCC that an account has unauthorized activity;

7) That is a breach in CCC's computer system; or

8) That is unauthorized access to or use of student, employee or account information

5.4.5 Preventing and Mitigating Identity Theft.

In the event that a Red Flag is identified, CCC personnel shall do one or more of the following:

1) Continue to monitor a covered account for evidence of identity theft Change any passwords or other security devices that permit access to covered accounts

2) Not open a new covered account

3) Provide the student, employee or vendor with a new identification number

4) Notify the Program Administrator or Data Security and Identity Theft Prevention Committee for determination of the appropriate steps to take

5) Notify law enforcement

To prevent the likelihood of identity theft occurring, CCC will take the following steps relating to internal controls to protect student, employee and vendor PII:

1) Ensure that its website is secure or provide clear notice that the website is not secure

2) Facilitate complete and secure destruction of paper documentation and electronic files containing PII information in accordance with a records retention policy or when a decision has been made to no longer maintain such information

3) Secure computers with passwords and limit access to electronic data as well as paper documentation of covered account information

4) Avoid the use of social security number or mask first 5 numbers

5) Update computer virus protection
6) Limit the retention of PII to meet CCC purposes

5.4.6 Program Oversight.

The Data Security and Identity Theft Prevention Committee is responsible for implementing and updating the Program. The committee shall consist of, at a minimum, representatives from Risk Management, General Counsel, Human Resources, Information Technology, Student Administration and/or Finance, Internal

Audit, and the Inspector General. The committee shall be responsible for the following:

1) Developing training for CCC personnel who have access to PII

2) Hearing, auditing, investigating and monitoring final disposition of suspected data security breaches and identity theft

3) Continuing to monitor a covered account for evidence of identity theft

4) CCC Management (College Presidents and Vice Chancellors) will be responsible for the following:
   a) Identifying CCC personnel who specifically handle PII

   b) Providing training to those identified personnel

   c) Documenting and reporting training to the Data Security and Identity

   d) Theft Prevention Committee

   e) At least annually CCC management should affirm in writing and supporting documenting of the training provided

5.4.7 Service Provider Arrangements.

In the event CCC engages a service provider to perform an activity in connection with any covered account, the following steps will be implemented to help prevent data breaches and identity theft of CCC's covered accounts;

1) Require by contract that service providers have similar policies and procedures in place

2) Require by contract that service providers review CCC's Data Security and Identity Theft Prevention Program

3) Require by contract that service providers report any red flags, data breaches or identity theft of a CCC covered account

5.4.8 Procedure.

Consistent information protection must exist throughout the life cycle of the information. This protection must be commensurate with the sensitivity of the information, regardless of where it resides, the form it takes, or the technology used to handle it. This procedure provides overall guidance for the consistent protection of all CCC's information, and applies to all users of CCC's information.

A. Handling of PII.

Physical Security of PII:

1) PII must not be left unattended on desks

2) Paper and removable computer media containing PII must be stored in lockable storage, when not in use

3) When documents with CCC's covered account PII are received via fax or mail, it must be immediately removed from the machines and or secured in a locked drawer or file cabinet.

4) No CCC documentation containing PII is to be provided over the phone or faxed.

5) To the degree possible, these documents should be provided only to the student on CCC property after identification is verified.

B. Distribution of PII.

Internal:

1) To the degree possible, all PII should be only accessed through a secure network and not printed, carried or forwarded through interoffice mail. Under no circumstances should PII be emailed. Should documents containing PII need to be printed and forwarded to other campuses, it must be properly sealed in an envelope, marked as confidential delivered by campus or district office security or courier and only delivered to the person or their designee in that requesting department.

2) No PII should be sent via email outside of CCC. Should PII need to be sent via U.S. mail, the addressee should be verifiable. Additionally, should PII need to be sent outside of CCC, one of the following manners, or manner such that the same levels of security are applied to maintain the confidentiality, availability, and integrity.

3) By use of a bonded courier in a sealed and correctly labeled container placed inside a transit container bearing only the intended recipient and address.

4) By common carrier, with complete tracking ability, in a sealed and/or lockable container, with the appropriate markings, and then placed in an unmarked and sealed transit container.

5) By U.S. mail services sent "Certified" or "Return Receipt Requested." The information must be sent in a properly marked envelope or container placed inside an unmarked transit envelope or container bearing only the recipient and address.

6) All packages must have an additional marking on the inside envelope or container stating "To Be Opened by Addressee Only!"

7) All PII sent over the Internet and/or the CCC's Intranet must use one of the following transport methods:

SSL, SSH, SFTP, HTTPS or VPN

5.5 RECORD RETENTION POLICY

City Colleges of Chicago requires that business records be retained for specific period of time.

5.5.1 Purpose of Policy.

City Colleges of Chicago is committed to effective records retention to comply with all legal requirements, local, state and federal, for retention or storage, minimize the cost of retention and to ensure that outdated records are properly destroyed.

5.5.2 Personnel Affected.

All City Colleges of Chicago personnel and vendor or contracted personnel that create receive issue or maintain records deemed property of City Colleges of Chicago.

5.5.3 Policy.

City Colleges of Chicago is subject to numerous record retention requirements imposed by Federal, State and local regulations. Those legal authorities include, but are not limited to, the ICCB, IRS, State of Illinois, FERPA, HIPAA, FOIA, and the Gramm- Leach-Bliley Act. City Colleges of Chicago requires that all records be maintained in a consistent and logical manner and be retained in such a manner so that it:

- Meets legal standards for protection, storage and retrieval;
- Protects the privacy of students and employees;
- Minimizes the cost of record retention;
- Destroys qualifying outdated or expired records in a proper manner.

Retention periods may change by regulation, order, notice or events. Any record that is the subject of litigation or pertaining to a claim, audit, agency charge, investigation or enforcement action should be retained until final resolution of the action or unless otherwise noted. Record destruction may be delayed by any of the above reasons and should be communicated by the Office of General Counsel, the Finance or Treasury Department, any City Colleges of Chicago Auditor, the Administrative Services Department, the Human Resources Department, the Academic Affairs Department, the Office of the Chancellor, the Board of Trustees, or any college President or Vice President.

5.5.4 Records.

City Colleges of Chicago records include information, regardless of physical form or characteristics (i.e., electronic or hard copy), that have been created, sent, forwarded or received by any employee of City Colleges of Chicago. These records may include correspondence, including email, reports, studies, data, maps, drawings, photographs, audio and visual recordings, administrative logs, forms, statements, contracts, policies, financial records, invoices, student and faculty information, employee data information, personnel information, technological information or other documents whether on paper, computer, tape, disk or hard drive, film or other media. Generally, City Colleges of Chicago's records are public and may not be destroyed or transferred without an official retention period instituted or approved by various government agencies.

5.5.5 Responsibilities.

Departments that maintain City Colleges of Chicago records are responsible for establishing appropriate record retention management practices according to the City Colleges of Chicago Record Retention Policy and Schedule. Each department's administrative manager or a designee must:

- Implement the record retention practices;
- Ensure those retention practices are consistent with this policy and schedule;
- Educate staff within the department in understanding sound record management practices;
- Ensure that access to confidential records and information is restricted;
- Destroy and/or save via electronic or digital format the inactive records that have no value upon passage of the applicable retention period according to the schedule;
- Ensure that records are destroyed in a manner that is appropriate for the type of records and information involved, including seeking government agency approval when required per the schedule;

- Ensure that proper storage of records requiring permanent or long-term storage occurs.

If there are inconsistencies in the required retention periods, the longer period should be followed. If you run into a problem regarding the retention or destruction of a record not clearly addressed by the schedule, please consult an appropriate supervisor or the Office of General Counsel.

5.5.6 Email.

All email must be evaluated for purposes of whether it qualifies as a "record" subject to the Record Retention Schedule. Ultimately, not all email will actually be deemed a "record;" however, it must be evaluated for purposes of whether or not it should be saved as a record pursuant to the Record Retention Schedule or whether it can be deleted because it is not deemed a "record."

An email is a "record" when it is created and/or received in the course of undertaking and completing a CCC-related issue or transaction. Attachments to emails that are deemed "records" are also considered "records" subject to the Records Retention Schedule. These email records should be removed from the user's inbox and captured in either an electronic sub-folder or maintained in a hard copy file if the message becomes printed.

An email is not a record when it contains information with short-term administrative value, often referred to as a "transitory" message. These types of messages are created or received primarily for informal communication of information as opposed to communications designed for the perpetuation of formalization of knowledge. The informal nature of these "transitory" types of messages is similar to the type of communication that might take place in a phone conversation or a live, spontaneous conversation such as in a hallway or elevator. These messages are short-lived and often have no administrative value. Email messages that are not considered records are not required to follow the Records Retention Schedule and instead may be saved or deleted in any manner the user deems appropriate. If the user simply opts to retain the message in his or her inbox indefinitely, then the email messages are subject to automatic purging pursuant to the following specifications.

All CCC user email residing in their general inboxes will be retained for a period of 1 year. All emails older than 1 year will be automatically purged and moved into an archive for read-only access by the CCC. The CCC will retain an archive of all email for a period of 3 years. Alternative email retention policies exist to facilitate legal discovery and legal hold requirements.

5.5.7 Retention Schedule Access and Updates.

Full access to the Records Retention Schedule is granted to individuals designated by the Office of Administrative and Procurement Services. That designated person may

change from time to time as may be necessary; however, full access to the document should be closely guarded so as to ensure that all revisions and updates are appropriately tracked. Otherwise, a "read-only" style access should be widely available to all CCC employees.

In respect to updating the Records Retention Schedule, if any employee has a suggested modification (additions, omissions or any kind of revision), that employee should communicate the suggested modification to his or her designated departmental supervisor. Then, all the designated departmental supervisors for this Records Retention Schedule should gather suggested modifications and present them to a Records Retention Policy and Schedule Development Committee member who will then present the suggested modifications to the committee at its next meeting which should be periodic. The Committee shall convene at least once per year for the purpose of discussing and deciding suggested modifications to the schedule. More frequent meetings may occur if the committee deems appropriate.

5.5.8 Confidentiality Requirement.

Many records subject to retention requirements contain confidential information (non- public information including, but not limited to, name, address, social security number, bank accounts numbers, financial or financial aid information, student numbers, medical information, etc.). Such records are private and are protected by the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley (GLB) Act, and the Health Insurance Portability and Accountability Act (HIPAA). In addition to the retention requirements, any record that contains confidential information should be considered confidential and treated in accordance with City Colleges of Chicago's privacy and security policies.

5.5.9 Disposal, Destruction or Storage of Records.

If you have determined that it is appropriate to dispose of certain records, destroy them by recycling non-confidential paper records, shredding or rendering unreadable the confidential paper records or erasing or destroying electronically stored data only with the assistance of OIT. If you have determined that some form of storage medium is required, do so by whatever means your department manager deems appropriate (hard copy off site; digital copies; etc) while maintaining an index or catalog system of those stored records. Please periodically review records electronically generated or maintained in City Colleges of Chicago's information systems or equipment to ensure proper requirements are met.

If you still have questions about your responsibilities, please contact the Office of General Counsel only after you have tried to resolve any issue with your department supervisor. At that time, someone in the Office of General Counsel will assist you in understanding your document retention issue and provide further guidance on this policy.

5.6 FREEDOM OF INFORMATION ACT (FOIA) POLICY

All requests for information under the Illinois Freedom of Information Act ("FOIA")
must be in writing and directed to the General Counsel of the District as follows:

General Counsel
City Colleges of Chicago
226 West Jackson Blvd., Room 1448
Chicago, IL. 60606-6998

The statutory period for complying with or denying a FOIA request shall not begin until the request is received by the Office of the General Counsel.

Pursuant to Section 6 of the FOIA, for black and white copies on letter or legal sized paper, the first 50 pages are free, and any additional pages will cost $0.15 cents per page. Any color copy or a copy in a size other than letter or legal, the requestor will be charged the actual cost of reproducing the records or for the use of equipment to reproduce the records.

No fee will be charged for electronic copies other than the actual cost of the recording medium, for example the cost of any disc, diskette, tape, flash drive or other medium or device used to store and deliver electronic records.

The person requesting the records will be notified in writing of the total fee, after the requested documents have been identified. Any applicable fees must be paid prior to the release of the photocopied documents.

A person or entity requesting a waiver or reduction of fees under Section 6(b) of FOIA must request the waiver or reduction in writing and must explain why a waiver or reduction of fees is in the public interest. Said explanation must be of sufficient detail to allow the Freedom of Information Officer to determine whether the requested waiver or reduction of fees is appropriate.

5.7 SERVICE OF LEGAL PROCESS POLICY

Employees of City Colleges of Chicago may be approached by legal process servers attempting to serve upon them documents giving notice of a legal action, usually in the form of a summons, complaint or subpoena. The term "process" refers to a legal document that is used to notify a person or organization about the initiation of a lawsuit. These documents often are delivered by a process server, but in some circumstances may arrive by mail. The term "subpoena" refers to a legal document that demands that a person or organization provide materials,

information or testimony to a court of law, or to appear in court to testify.

5.7.1 Legal Process in Which CCC is Named and No Individual Employee or Agent of CCC is named.

As CCC is a public body for purposes of legal process, legal service must be made personally on the appropriate officer of CCC. The officers designated to receive legal service of process are Secretary of the Board of Trustees and the General Counsel. Therefore, all process servers seeking to make service upon the District must be directed to one of the offices listed below:

Board of Trustees Office
226 W. Jackson Blvd
Chicago, IL 60606

Office of the General Counsel
226 W. Jackson Blvd
Chicago, IL 60606

If legal process is inadvertently accepted elsewhere, the recipient must immediately notify the Office of General Counsel and email or fax the served documents.

5.7.2 Legal Process Naming the District and Also Naming One or More Individual Employees or Agents of the District.

Individual employees of the District cannot refuse service of legal process naming them specifically. However, if that process also names the District as a corporate defendant, the individual should not accept service on behalf of the district but should direct the process server to the Secretary of the Board of Trustees or the Office of the General Counsel. Upon receipt of individual service, an employee or agent who believes that he or she is entitled to be defended and indemnified in accordance with the Board Bylaws, shall notify the Secretary of the Board of Trustees or the Office of the General Counsel immediately and then promptly deliver the legal documents to either Office.

5.7.3 Legal Process Naming an Individual Employee of the District But Not Naming the District as a Defendant.

The Office of General Counsel is authorized to accept service on behalf of certain designated officers, including the Chancellor and other Officers of the District. Except as just noted, the OGC is not authorized to accept service of a summons or complaint on behalf of individuals named as defendants.

An individual employee so served who believes the action giving rise to the legal process took place in the course of the performance of the duties of his or her position in the District may be entitled to indemnity by the District and should promptly notify the Office of the General Counsel and forward a copy of the legal process to the Office of the General Counsel for review.

5.7.4 Subpoenas.

There are three primary types of subpoenas:

1) Witness Subpoena – A court order requiring a person to appear in court on a certain date and testify as a witness.
2) Subpoena Duces Tecum – A court order requiring the person subpoenaed to produce books, documents or other records under his/her control at a specified time and place in a court hearing or a deposition. Many times compliance can be achieved by mailing or providing the records on a specified date without having to appear in person.
3) Deposition Subpoena – A court order requiring a person who is not a party to the court proceeding to provide copies of business records to, and/or appear at a deposition to be questioned by the subpoenaing party.

All subpoenas served upon CCC must be directed to the Office of the General Counsel which coordinates the production of documents. The Office of the General Counsel will determine those Colleges and/or Departments which must comply with the subpoena, offer advice in the collection of documents and, liaisons with process servicers and opposing counsel in the timing and costs of production.

5.8 LITIGATION DISCOVERY POLICY

5.8.1 Policy Statement.

CCC is required by law to identify, preserve and produce certain information in its original state relating to matters that are involved in current, pending or potential litigation or other legal process. The purpose of this policy is to set forth the authority, obligations and procedure to identify, preserve and produce information relating to such matters.

The Office of the General Counsel (OGC) has primary responsibility for representation of the District with respect to current, pending or potential litigation, including but not limited to legal actions requiring formal representation filed with local, state and federal courts and administrative agencies. The OGC has authority to enforce compliance with this policy.

The District has a legal duty to preserve and produce evidence and such duty is subject to the laws applicable to litigation discovery. Failure to comply with legally required litigation discovery obligations may result in judicially imposed monetary sanctions and adverse findings in the litigation against the District. Violation of litigation discovery obligations may lead to personal civil and criminal liability, including but not limited to monetary fines and penalties, debarment from government programs, and/or imprisonment.

5.8.2 Definitions.

(a) Electronically Stored Information

Any and all information created, manipulated, communicated, stored, and best utilized in digital form, requiring the use of computer hardware and software. Electronically Stored Information ("ESI") resides in many places, including:

- Office equipment – including personal computers, laptops, smart phones, PDAs, Blackberries®, and voicemail systems ;
- networked photocopiers,
- Portable Media – including jump drives, portable hard drives, CDs, DVDs, magnetic tapes, diskettes, memory cards;
- Servers – including email servers, SPAM filter servers, Blackberry® servers, document management systems servers, instant messaging (IM) servers, file servers, print servers, firewall servers, HR database, servers, payroll database servers, and internal and external web servers;
- Proprietary applications (software or other programs licensed exclusively to the District); and
- Back-up tapes or other backup systems.

(b) Evidence

Any and all objects or information in any medium which are related to matters that are involved in current, pending or potential litigation or other legal process. Evidence may include but is not necessarily limited to any District Resources or District Information, letters, correspondence, business records, photographs, written notes, Electronically Stored Information, video, voicemail and equipment or property.

(c) Litigation Discovery

The phase of state or federal court litigation or investigation in which parties seek and provide information from each other to investigate the facts of the case and to develop claims and defenses in preparation for a legal trial or other legal process. Discovery can come in numerous forms, including requests for Evidence and other information in any medium (e.g. documents, records, data, Electronically Stored Information), interrogatories (a set or series of written questions answered in writing under oath), requests for admission (written statements to either admit or deny key facts), and

depositions (oral testimony).

(d) Litigation Hold Notice
A formal directive issued by the Office of the General Counsel that the District is under a legal obligation to preserve potentially relevant evidence.

(e) District Information
Any and all assets and information, wherever located and in whatever medium, whether digital, electronic, video, paper or in any other form, that is procured, received, obtained, derived, created, generated, managed or maintained in furtherance of any District activities and business. This includes but is not necessarily limited to:

- Information procured, received, obtained, derived, created, generated, managed or maintained for or on behalf of the District and all other information within District's Bylaws, Policies and Procedures;
- Any and all intellectual property.

(f) District Resources
Any and all physical, electronic, financial, tangible and intangible resources and assets, wherever located and in whatever medium, that is used, procured, received, obtained, derived, created, generated, managed or maintained in furtherance of any District activities and business. This includes but is not necessarily limited to:

- Information received, procured, obtained, derived, created, generated, managed or maintained by or on behalf of the District, wherever located and in whatever medium;
- Computer and network resources and services, including but not limited to hardware, software, electronic communication systems and equipment, databases, or other electronic content;
- Physical structures and space such as buildings, offices, classrooms, lab space, auditoriums and other District facilities and grounds;
- Equipment, supplies, and vehicles;
- Capital, cash and any asset that can be reduced to cash.

5.8.3 Notification to OGC.
Any employee who becomes aware of any litigation, threat of litigation or other legal action or investigation by any court, agency or other governmental entity must immediately notify the OGC and immediately cease any destruction of any possible evidence unless authorized by the OGC. This includes:

- Receiving a subpoena, summons, complaint or other legal document of a legal action or order. In this case, the employee must comply with the service of legal process policy.
- Receiving notice regardless of form identifying the possibility of

litigation or other action.

- Direct or indirect knowledge that certain events may lead to litigation or other legal action.

5.8.4 Litigation Hold Notice.

The OGC will evaluate the circumstances surrounding the matter in question and determine if evidence must be preserved. If the OGC reasonably anticipates that the District or agent of the District is likely to be a party to litigation or a governmental investigation, a Litigation Hold Notice will be issued by the OGC to appropriate individuals. The Litigation Hold Notice will:

- Describe the circumstances of the matter;
- Describe the evidence that must be preserved;
- List all District Employees receiving the Litigation Hold Notice;
- Require all applicable District employees to identify, preserve, and protect all evidence whether within or outside of District Resources and District Information;
- Require the applicable District employees to notify OGC of any other District employees or third parties involved in the matter who did not receive the Litigation Hold Notice;
- Require the applicable District employees to cooperate with OGC or other designated District personnel to secure Evidence; and
- Include any other appropriate information or requirements.

5.8.5 Compliance with Litigation Hold Notice (Preservation Period).

Applicable District employees must take immediate steps to comply with the Litigation
Hold Notice which include but are not limited to:

- Protect, preserve, and/or relinquish any and all existing and future evidence in its unaltered, original state within their possession, access, or control;
- Identify for the OGC and OGC-designated personnel the location of evidence within District Resources or non-District Resources
- Provide the District, and OGC-designated personnel, access to the appropriate College or Department Information as well as non-College or Department Resources within their possession, access to such resources and information in order to allow the District to preserve and secure evidence or resources and College or Department Information in its unaltered, original state;
- Cooperate with Office of Information Technology and any other

District personnel or third parties working on behalf of the District to preserve and secure Electronically Stored Information (ESI) in its unaltered, original state; and

- Take any other steps required by the District, or a court, agency, or other governmental entity in order for the District to comply with its legal Litigation Discovery obligations.

5.8.6 Production Obligation.

The OGC will evaluate the circumstances of the matter in question and determine if preserved Evidence must be produced. Applicable District employees must cooperate with OGC in the production of such Evidence and shall provide the OGC and OGC- designated personnel access to College and/or Department Resources and non-College or Department Resources within their possession, access, or control, as well as produce any Evidence and College or Department Resources and District Information within their possession, access, or control as required to comply with this policy or other applicable policies.

ARTICLE 6
INFORMATION TECHNOLOGY

6.1 INTRODUCTION

The Acceptable Use Policy applies to all users of the City Colleges of Chicago (CCC) technologies, whether affiliated with the CCC or not, and to all Users of those resources, whether on campus or from remote locations.

The Office of Information Technology (OIT) is responsible for the governance and the setting of technology standards, operating guidelines, acquisition, maintenance, and the decommissioning of all CCC technologies throughout the District Office and the Colleges.

CCC provides technology resources for use by students, faculty, employees and guests to support academic and administrative functions and services.

The Acceptable Use Policy is in place to protect and safeguard CCC's technology assets and ensure performance and throughput is not impeded by unacceptable activity and use.

All users of CCC's technologies must comply with the Acceptable Use Policy. Those who fail to comply could be subject to disciplinary action or referral to the appropriate legal authorities (Refer to Section 6.8 Enforcement).

6.2 SCOPE OF POLICY.

This policy is applicable to all users of CCC technologies. CCC technologies includes but is not limited to networks—Ethernet and Wi-Fi; telephones and telecommunications equipment; computer tools; applications; systems; data and databases; academic and advising systems; internal and external websites; cloud-based or hosted systems and services; e-mail; shared drives; collaborative work sites (including SharePoint); data warehouse; analytics systems; mobile apps, systems, sites and data; computers, desktop workstations, laptops, notebooks, and ultra-books; loaner laptops; tablets; iPads; printers; computer labs; smart boards; projectors; and classroom devices; facsimile (FAX) machines; simulator devices; and any associated peripherals, or any software regardless of whether used for administrative, research, teaching, personal or other purposes.

While CCC allows the use of personally-owned internet connectable devices (smart/mobile phones, PDAs, tablets, notebooks, laptops, and other devices), the Acceptable Use Policy also extends to the use of these devices whenever they use CCC data and/or networks through wired or wireless connections. Personally owned computers and mobile devices may be restricted from accessing certain highly secured CCC applications, systems and internal Wi Fi networks.

This policy refers to the use of technologies whether owned, leased, operated, controlled, installed or otherwise furnished by CCC. CCC technologies may be in buildings, fixed outdoor or mobile locations such as buses and vehicles used by students, employees and guests.

6.3 LEGAL COMPLIANCE.

All users of CCC's technologies must comply with all federal, Illinois, and other applicable laws; all generally applicable CCC rules and policies, including, but not limited to those which apply to personal conduct and those specific to computers, networks, other technologies and all applicable contracts and licenses. Users are responsible for ascertaining, understanding and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses. All users shall abide by the following provisions contained herein, or otherwise may be subject to disciplinary action or referral to the appropriate legal authorities for failing to comply.

6.4 AUTHORIZED USES.

All users shall confine their use of CCC's technologies to be consistent with what has been authorized. Ability to access technology resources does not, by itself, imply authorization to do so. All users are to protect the security of CCC systems, the confidentiality and privacy of CCC students, employees and records.

Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding. CCC technology accounts and passwords may not, under any circumstances, be shared with, or used by, persons other than those to whom they have been assigned. Attempts to circumvent these mechanisms in order to gain unauthorized access to the system or to another person's information violates CCC's policy and may violate applicable law. Technology resources must be used in ways that do not disrupt; or interfere with access; or the operations of these systems and resources.

No one, other than authorized personnel for authorized purposes, shall attempt to modify or remove CCC technology resources or any other computer equipment, software or peripherals that are owned by others without proper authorization from CCC or the owner.

6.5 PROHIBITED CONDUCT.

A. Prohibited Conduct

- CCC's technologies may not be used, under any circumstances, to libel, slander, bully or harass another person.
- It is not acceptable to willfully transmit threatening, obscene, or offensive materials or to knowingly cause such materials to be transmitted. Such as: racial slurs, gender-specific comments, or any other offensive remarks about age, sexual orientation, religious, political beliefs, or national origin
- Sending, receiving or displaying obscene or pornographic text or graphics inappropriate for a public and open environment
- Loading or downloading software from the Internet without prior authorization or using personal owned software programs on CCC computers or network servers
- Installation of personally owned hardware on the network

B. Capacity Used

All users of CCC's technologies shall respect the limited capacity of these resources and control use not to consume an unreasonable amount of those resources or

unreasonably interfere with the activity of other users. CCC reserves the right to give priority to academic, student and administrative functions. This means, at times, controls and limits may be imposed for network bandwidth, service levels, disk storage space and other technical functions and activities. High bandwidth consumption used outside of its intended purpose, may be in violation of this policy.

Users must be good stewards of the technologies offered by CCC. Users rely on shared technology resources simultaneously and, therefore, each user must consider the needs of other users when using these resources. Examples of poor stewardship of technology resources include, but are not limited to: excessive personal use in a lab facility; excessive game playing; streaming videos and movies in computer labs during peak periods, excessive personal use at staff and faculty workstations; continuous running of background programs and reception of large files or running intensive multi-media network applications (digital radio or other media) during high-use times.

C. Illegal File Sharing

Sharing copyrighted materials without a license (i.e., peer to peer file sharing which is often automatically shared) is against the law and also prohibited under this policy and subject to disciplinary action. Copyright abuse can subject both the user and CCC to legal sanctions. Federal law requires CCC to take action when it is notified that someone on its network is distributing copyrighted materials. CCC will not protect any individual users, faculty, staff or students who distribute copyrighted material without a license, nor will it protect or defend individuals who have improperly used CCC technology resources.

D. Personal Gain or Benefit

All users shall refrain from using CCC information systems resources for personal commercial purposes or for personal financial or other gain without proper authorization. All users shall refrain from seeking personal benefit or permit others to benefit personally from any confidential information that has come to them by virtue of their work assignments. Personal use of CCC computing resources for other purposes is permitted when it does not consume a significant amount of those resources, does not interfere with the performance of the user's job or other CCC responsibilities, and is otherwise in compliance with this policy. Further limits may be imposed upon personal use in accordance with normal supervisory procedures.

E. Software License Abuse

CCC requires strict adherence to software vendors' license agreements. Copying of software in a manner not consistent with the vendors' license is strictly forbidden on CCC technologies.

F. Protection of Cardholder Data

CCC maintains Payment Card Industry Data Security Standards (PCI DSS) compliance at all times. PCI compliance requires, among other things:

1. It is prohibited to store sensitive cardholder data [i.e., full account number, expiration date, PIN, and card validation value] on paper or in any system that is not authorized and PCI DSS compliant, including CCC systems, computers, workstations and departmental servers, third-party hosted or in-house software, spreadsheets, cash register systems, e-mail accounts, portable electronic devices (including, but not limited to, laptops, tablets, USB flash drive, PDA, and other external or portable hard drive). Credit card numbers must not be transmitted in an insecure manner, such as by e-mail, clear text, unsecured connections or stored fax.

2. Staff shall not acquire or disclose any information concerning a cardholder's account without the cardholder's written consent.

3. The entire credit card number must not be printed on either the merchant copy or customer copy of any receipts or reports. Old documents with the entire credit card number should have all but the last four digits redacted (blacked out) or be shredded with a cross-cut shredder. Old data files, computer drives and computer media containing credit card information that may exist must be disposed of through a certified destruction company with a receipt of destruction.

4. Any transmission of information that is confidential (e.g. credit card holder data, social security numbers, passcodes etc.).

6.6 PRIVACY.

All users of CCC's technologies shall respect the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Ability to access other persons' accounts does not, by itself, imply authorization to do so.

Users should be aware that their uses of the CCC technologies are not completely private and there should be no expectation of privacy. The normal operation and maintenance of CCC's technologies require the backup and caching of data and communications, the logging of activity, the monitoring of general usage patterns, and other such activities that are necessary for the rendition of service. CCC may also specifically monitor the activity and accounts of individual users of CCC technologies, including individual login sessions and communications, without notice, when (a) the user has voluntarily made them accessible to the public; (b) it reasonably appears necessary to do so to protect the integrity, security, or functionality of CCC or other technologies or to protect CCC from liability; (c) there is reason to believe that the user has violated, or is violating, this policy or any CCC policy; (d) an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patterns; or (e) it is otherwise required or permitted by law or for any other legally permitted reasons associated with the evaluation, testing, repair or general operation of the CCC technologies.

CCC OIT resources reserves the right to access any CCC systems, any time without notice to maintain, update, upgrade, upload or download software; hosted or on premise.

System administrators will report suspected unlawful or improper activities to the proper

authorities.

CCC, in its discretion, may disclose the results of any such general or individual monitoring, including the contents and records of individual communications, to appropriate CCC personnel or law enforcement agencies and may use those results in appropriate CCC disciplinary proceedings.

Communications made by means of CCC technology resources are also generally subject to the Freedom of Information Act to the same extent as they would be if made on paper.

6.7 SECURITY.

CCC employs various measures to protect the security of its technology resources and of its users' accounts. Users should be aware, however, that CCC cannot guarantee such security. Users should therefore engage in "safe computing" practices by establishing appropriate access restrictions for their accounts and guarding their passwords.

For security, compliance, and maintenance purposes, authorized personnel may monitor and audit equipment, systems, and network traffic per the Audit Guidelines. Devices that interfere with other devices or users on the City College's network may be disconnected. OIT security prohibits the installation of software that intentionally blocks authorized scans Firewalls and other blocking technologies must be permitted access to the scan sources.

A. Incident Response

The CCC Incident Response Team (IRT) will receive, review and respond to any and all computer security incident reports and activity including any real or suspected adverse event in relation to the security of CCC computer systems or computer networks. The IRT will review reports, analyze and respond to incidents in accordance with its operating guidelines.

6.8 ADDITIONAL USER-SPECIFIC PROVISIONS

A. Website Reproduction

In addition to fully complying with the Acceptable Use Policy's general provisions, websites housed on CCC web servers (i.e., colleges, departments, faculty, etc.) which reproduce material available over the internet must be done in compliance with all applicable copyright laws. In addition, all CCC information that a school, department or employee desires to post on their websites should only be done with appropriate permission and authority.

B. Third-Party Connections to the CCC Network (vendors, contractors, consultants and external entities)

In addition to fully complying with the general provisions of this policy, all third-party connection users are subject to the following additional provisions:

1. Technology and Systems Protection

Protect the security of CCC systems, the confidentiality and privacy of CCC students, employees and records.

2. Equipment and Resource Inspection
   An inspection is intended to verify that the appropriate level of security is in place as well as verify the existence of proper communication equipment, technical settings, hardware compatibility and anti-virus protection. Any equipment deemed insufficient or risky to the CCC network may be denied access until deemed acceptable. Any external equipment and network devices not made available for the inspection may be disconnected from the CCC network until proper inspection is completed. If any equipment or network device is suspected of endangering network health, performance or security is subject to immediate disconnection.

3. Intruded or Impaired Service
   Any intrusive security audits or tests which may impair the connectivity, functionality and health of the CCC network must be scheduled and approved by the Vice Chancellor/ Chief Information Officer in advance of any such audit or impairment.

4. Authorized Agency Connection
   All third party contractors that provide technology or network support cannot directly connect to the CCC network without approval by OIT in advance. However, if any such connection is authorized, CCC cannot enable the outside agency to compete with any services already provided by agencies with exclusive agreements to provide such services to CCC. Instead, the connection must be limited solely to improving a service provided to CCC.

5. Terminated Connection
   Agencies granted special connections must comply with CCC's Acceptable Use Policy. A violation of the policy will cause immediate termination of connectivity.

6. Internal Connection to Outside Agency
   Any CCC staff requiring a connection to outside agencies must provide a written request to OIT with an explanation of the nature of the desired connection to outside agencies and the benefits expected therefrom.

7. Electronic Transmissions
   Company Information shall be electronically transmitted in a manner consistent with its guidelines. The methods of electronic transmission include e-mail, electronic transfer, text messaging, instant messaging, discussion services, social media, scanners, and facsimile. Internal Use information may be transmitted by e-mail, scanners, facsimile, text messaging or instant messaging.

   Information that is Confidential (such as credit cardholder data) and transmitted internally may require encryption, if requested by the information owner. The information owner will provide the encryption requirements. Confidential Information may NOT be transmitted externally via messaging (text or instant),

discussion service or social media. Confidential Information transmitted externally to any party must either be encrypted or sent over a secure link. Confidential Information solicited by or sent to CCC should be received over a secure link.

C. Community at Large

In addition to fully complying with this policy's general provisions identified here in, all users without access to the CCC network but instead only accessing the internet via CCC's wireless internet service are subject to the following additional provisions:

1. Access to the Service

   The service is a free public service provided by CCC. Your access to the service is completely at the discretion of CCC and your access may be blocked, suspended or terminated at any time for any reason including, but not limited to, violation of this policy, reasons that may lead to liability for CCC or its constituency, disruption of access to other users or networks, and any violation of applicable laws, policies, rules or regulations. All users are subject to the terms of this policy and any future revisions.

2. Acceptable Use of the Service

   Your access to the service is conditioned on your legal and appropriate use of the service. Your use of the service and any activities conducted online through the service shall not violate any applicable law, policy, rule or regulation of the rights of CCC and its constituency.

6.9 ENFORCEMENT.

Violation of the Acceptable Use Policy is very serious. Failure to comply with the Acceptable Use Policy could result in disciplinary actions that could impede a student's ability to excel academically or inhibit an employee in carrying out job duties. These disciplinary actions could include expulsion for a student or termination for an employee and/or referral to the appropriate law enforcement authorities.

All users of CCC's technology resources who are found to have violated any of these policies will be subject to disciplinary action up to and including (but not limited to) warnings, probation, suspension, termination, dismissal, expulsion, and/or legal action. All users, when requested, are expected to cooperate with System Administrators in any investigation of system abuse. Users are encouraged to report suspected abuse, especially any damage to or problems with their files.

Failure to cooperate may be grounds for cancellation of access privileges, or other disciplinary actions. CCC employees should be aware that e-mail on their CCC account and files on CCC computers may be subject to public disclosure under the Illinois Freedom of Information Act. Further, CCC reserves the right to access employee e-mails and files on CCC computers when needed for work-related purposes.

CCC may temporarily suspend or block access to an account prior to the initiation or completion of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, security, or functionality of CCC technology resources or to protect CCC from liability.

The CCC Incident Response Team (IRT) will receive, review and respond to any and all computer security incident reports and activity including any real or suspected adverse event in relation to the security of CCC computer systems or computer networks. The IRT will review, reports, analyze and respond to incidents in accordance with its operating guidelines.

ARTICLE 7
DEVELOPMENT AND GIFTS

7.1 GRANTS AND GIFTS.

7.1.1 Grants and Scholarships.

Acceptance of grants, bequests, contributions, and scholarships are subject to notification of the Board within 60 days of said acceptance, and the Chancellor, or designee, is authorized to accept said grants, bequests, contributions or scholarships. Any such funds received shall be governed by the specific restrictions and limitations placed on the Board by the grantors and shall not be expended for any other purpose.

7.1.2 Gifts.

The Board may accept, on behalf of the District, any gift, contribution, bequest, devise or grant for general or special purposes of the Board, the District, or the Colleges.

7.2. CITY COLLEGES OF CHICAGO FOUNDATION.

The City Colleges of Chicago Foundation is a separately incorporated not-for-profit organization created to support educational opportunities offered through the City Colleges of Chicago.

7.3 NAMING DISTRICT FACILITIES.

The authority to permanently name any of the District facilities rests with the Board of Trustees. The Board may initiate the naming of a facility or may consider recommendations submitted by the Chancellor, with the endorsement of the Officers of the District, accompanied by appropriate written supporting documentation. All recommendations shall comply with these Board Policies.

Criteria governing the naming of facilities may include, but is not limited to:

a. A deceased individual whose credentials, character and reputation have been carefully evaluated;

b. Any deceased individual, who has rendered significant service to education, has distinguished himself/herself to the College/District, is indigenous to the City of Chicago, and holds a unique place in history.

c. Any individual who has made a substantial contribution to the College/District as determined by the Board of Trustees.

d. A corporate benefactor or organization that has made a substantial contribution to the College/District as determined by the Board of Trustees pursuant to a written naming rights agreement which includes broad termination rights.

When naming a District facility, the Board of Trustees shall take appropriate action, by Resolution, at a regular or special meeting of the Board.

ARTICLE 8
FACILITIES

8.1 DISTRICT PROPERTY-RENTAL AND LEASING.

City Colleges of Chicago (CCC) has seven College Campuses that serve the students and neighborhoods throughout Chicago. Within each Campus and its satellite learning centers, there are spaces and areas suitable for large and small meetings, forums, conferences, workshops, theater productions and community events. The spaces are available for rent or lease during non-instructional periods, subject to advance scheduling and room reservation.

8.2 POLICIES FOR THE USE OF FACILITIES BY THIRD PARTY.

A. Usage

Not for profits, community, educational, civic and youth organizations may use the respective Facilities provided the space is available and written authorization by the President of the College and the Vice Chancellor of Administrative and Procurement Services has been obtained. Organizations that use CCC's facilities must complete a Standard Facilities Use Agreement.

Classification of Users

City Colleges Meeting or Event

The event is initiated and sponsored by a College Department as part of College business, by a registered student organization or by a faculty/ staff member serving in a professional capacity such as a member of a professional organization that is educational in nature and directly related to the mission of the City Colleges of Chicago. If there are event expenses, they are paid through an approved college account.

Not-For-Profit

The user is a not for profit organization, as defined by the Internal Revenue Code, external to the City Colleges of Chicago, or a municipal, county or state sister agency to CCC, and the event is educational or informational in nature and / or directly related to the mission of the City Colleges of Chicago as determined by either the College President or the Vice Chancellor for Administrative and Procurement Services,. Event expenses are the responsibility of the organization named on the Facilities Use Agreement.

For-Profit

The user is a for profit organization external to the City Colleges of Chicago and the event is educational in nature and / or directly related to the mission of the City Colleges of Chicago as determined by either the College President and / or the Vice Chancellor for Administrative and Procurement Services. Event expenses are not paid through a College account and facilities will not be rented for events that are a duplication of any College program(s) or service(s).

Priority of Use

Listed below are the priority guidelines established for the scheduling of events and rental or leasing of space at any of the seven (7) campuses:

1st Priority CCC Uses

2nd Priority Not-for-Profit Uses

3rd Priority For Profit Uses: The decision to permit a private For Profit use is at the sole discretion of CCC and all requests will be reviewed on a case by case basis.

B. Fees

Fees are based on the cost to the District to provide the required space (i.e., additional security, engineering and janitorial staff, and additional utility costs). Fee guidelines are published annually by the Office of Administrative and Procurement Services once approved by the Chancellor and will be distributed to Colleges for inclusion in facilities use agreements.

Fee ranges are based on the size and number of rooms required including specific equipment. All facilities use agreements will detail costs of utilities, security and maintenance.

C. Insurance Indemnification

Organizations will be required to obtain $1 million in combined insurance for an event, if the College President determines that the event poses an unusual risk to the District (e.g., carnival, competitive athletic events, swimming, special events; rallies, concerts). The Office of Finance can provide information on insurance carriers that offer such coverage. Organizations will be required to indemnify the District for any injury that occurs at an event for which no insurance is required.

D. Compliance with CCC Policies

Individuals and organizations who use City Colleges of Chicago's facilities must abide by CCC rules and policies. Any person engaged in conduct prohibited under those rules shall be subject to the appropriate sanctions, including removal or arrest. Individuals and outside organizations that use City Colleges of Chicago's facilities must also abide by the following Policies:

-Materials, equipment and props used by the permitee must be pre-approved and detailed in the facilities use agreement and removed at the end of the event.

-Use of swimming pools will not be granted to outside organizations without written authorization. Upon authorization the organization is to provide certified lifeguards and proof of current required insurance.

No minor shall be left unsupervised or unattended at any event.

-No materials shall be supplied to organizations unless detailed in the written facilities use agreement.

-Organizations must enforce all fire, smoking and safety regulations.

-Admission fees may not be charged by an organization unless authorized and detailed in the written facilities use agreement.

-Kitchens may not be used by any outside organization or caterer without required licenses as set forth by the City of Chicago and the State of Illinois.

-City Colleges of Chicago reserves the right to cancel any agreement for the use of space.

-Compliance with the tobacco free policy is required. Eating, drinking and smoking are not permitted in theaters or auditoriums. Other activities which could cause damage to the building equipment are not permitted on campus. Failure to comply with these regulations may result in immediate termination of the agreement.

-The service and consumption of alcoholic beverages on City Colleges of Chicago Campus property is prohibited, unless served by a properly licensed caterer with the State and/or City required liquor liability (dramshop) insurance.

In addition to the general prohibition against violating CCC Policies and Procedures, or local, state and federal laws, prohibition of the following activities will be strictly enforced:

-Public Indecency. No person on CCC property shall commit an act of public indecency as defined in Illinois law, 720 ILCS 5/11-9

-Disorderly Conduct. No person on CCC property shall commit disorderly conduct as defined in Illinois law, 720 ILCS 5/26-1

-Gambling. No person on CCC property shall gamble as defined in Illinois law, 720 ILCS 5/21-1, et seq.

-Controlled Substances. No persons on CCC property shall violate the "Illinois Controlled Substance Act," 720 ILCS 570/100, et seq.

-Bodily harm. No person on CCC property shall inflict bodily harm as defined in Illinois law, 720 ILCS 5/12-1, et seq.

8.3 POLICIES FOR SPACE RENTAL FOR CCC FOR INSTRUCTION.

A. General Policy

It is the general policy of the District not to pay a rental or user's fee for any space that is used for instruction. The following are exceptions to that policy:

(1) CCC may continue to rent sites for which it has paid a rental or user's fee prior to July 1, 1989, as long as it can demonstrate why it needs to rent such sites.

(2) Sites may be rented for the term of a grant or contract.

(3) If adequate space does not exist at the local college campus, a site may be rented for a designated period of time.

(4) Rental fees for the above are based on the additional cost to the owner. For example, additional heat, janitorial service, and electricity may be paid for by CCC. CCC will not, however pay rent to cover an apportioned share of either the owner's property taxes or of a building's maintenance. All costs included in the rental fee must be documented in writing prior to executing any agreement.

8.4 RESERVING SPACE.

Available space is reserved on a first come first serve basis following the aforementioned priority of uses. A facility use permit request form is completed for CCC activities, available on the CCC intranet, and transmitted to the Building Manager at the specific campus. For external agencies or applicants, a written proposal is submitted to the Building Manager at the specific campus(s). Upon receipt of the request or proposal, the Building Manager will determine the availability of the requested space, make initial contact with agency for walk through of site and discuss requirements of City Colleges for space utilization for agreement. Reservations are not considered final until applicable fees have been paid and an approved agreement has been executed and returned to the applicant.

8.5 CANCELLATION/NO-SHOW.

The applicant must contact the Building Manager of the specific campus at least five working days in advance in order to cancel. If a cancellation is received prior to the five days, any fees paid will be returned. Failure to contact CCC to cancel within five days of the event, or a “no show”, may result in forfeiture of any fees paid to use the facility. The applicant may also be charged for any equipment set-up and labor charges.

8.6 BILLING.

Fees are due prior to the start of the event. After the completion of an event, the applicant may be liable without limitation for additional charges incurred by the campus if additional services are found to be necessary as a result of the event.

ARTICLE 9
SAFETYAND SECURITY

9.1 SAFETY AND SECURITY DEPARTMENT POLICIES.

This document provides the parameters within which each college security department must operate.

Individual college security departments will develop additional policies or procedures that address specific concerns. Such policies or procedures, however, should be consistent with this document. Copies of all supplementary college security policies or procedures should be filed with the Vice Chancellor of Safety and Security. All changes to these operating procedures will be issued as Security Bulletins, and should be filed and retained in the appropriate section of this manual. College Security Directors are responsible for informing their staff of all such bulletins.

9.2 PERSONNEL STANDARDS.

General Policy. All decisions about security personnel are governed by the Chancellor, and must be in accordance with Board policies. All wages and salaries are determined by the Board of Trustees. For job descriptions, duties and responsibilities, contact the Office of Human Resources and Staff Development, Compensation and Classification Department.

9.3 SECURITY OPERATIONS.

A. Closed Caption TV

Each campus, including the District Office is equipped with a Closed Circuit Television system that allows for monitoring of high traffic and restricted access areas.

B. Training

All security staff will receive training in the following areas:

a. Security policies and procedures for the District and the Colleges

b. Procedures for assisting disabled students and staff

c. Emergency building evacuation procedures

d. Emergency response

e. Security radio operation

f. Operation of electronic security equipment

C. Dress Code

1) Colleges may provide staffers with blazers bearing the college seal, or other appropriate attire

2) All security staffers shall wear security uniforms while on duty, if required to do so by the college

3) Colleges shall provide security staffers who patrol outside the building with jackets that clearly identify the wearers as college-security staff members.

D. Security Staff Firearms and Weapons Protocols

1) The possession of firearms and other dangerous weapons on community college property, owned, leased or controlled by the District, is expressly prohibited with the limited exceptions for (a) active law enforcement officers, employed as CCC security personnel, who have been qualified to use a firearm by their primary employer; and (b) retired law enforcement officers, employed as CCC security personnel, who meet the requirements issued under Federal H.R. 218, "Law Enforcement Officers Safety Act of 2004", and Illinois Public Act 094-0103.

2) Qualified active and retired law enforcement officers must keep any weapons they carry concealed, or place the weapons in gun lockers. Security staffers who are not qualified active or retired law-enforcement officers may not carry firearms.

E. Reporting Requirements

Incident Reports

a. An incident report must be completed by any security staff involved in a security incident. Any additional staff member who was involved should complete a separate report.

b. All incident reports must be completed and submitted to the security supervisor for review before the conclusion of the shift in which the incident took place.

c. The yellow copy of all incident reports will be sent daily to the College President, or his or her designee, and to the District Office of Safety and Security.

d. On the last day of each month, the director of security must complete a Monthly Summary of Security Incidents, and submit it to the College President and to the Office of Safety and Security.

F. Property Control

1) Security should direct all individuals making deliveries to the Receiving Department. The Receiving Clerk should be called to the appropriate door to meet the delivery.

2) No equipment or furniture may be taken from the building without a property pass being shown to the officer on duty. The property pass must include the signature of the College Administrator who approved the removal of the property. The College Security Office should retain the blue copy of all property passes.

9.4 ENFORCEMENT OF CRIMINAL LAWS.

A. Policy

1) It is the responsibility of the Office of Safety and Security to protect CCC students, faculty, and property from violations of criminal statutes. Security Officers, who are also off-duty police officers, have the authority to make arrests. They may do so when they have evidence that a crime has been committed. Security Officers who are not off-duty police officers may not make arrests. They should, however, notify CCC off-duty police officers and the Chicago Police Department of any criminal activities.

2) CCC students, faculty, and staff members must report all violations of the law that occur at the City Colleges to the security department.

3) Except as provided elsewhere in this Section, no individual shall possess, carry or have control of a firearm on any property owned or otherwise controlled by CCC.

B. Responding to a Report of a Crime

1) Once a College Security Office or District Office of Safety and Security have received a report of a crime, it will investigate the incident. All information that is obtained shall be recorded on an Incident Report Form. If security determines that any laws have been broken, the following procedures must be followed:

a. Notify the Chicago Police Department immediately

b. If possible, Security Officers should apprehend the alleged offender. If a person is apprehended, he or she should be kept in the security office and supervised by at least two officers until the police arrive.

c. Identify and interview any witnesses

d. Secure the crime scene, and safeguard any evidence

e. Notify the Security Director or supervisor of the crime, and accompany Chicago police officers to the police station

C. Cooperation in Criminal Prosecutions

1) College personnel, students, faculty, and staff members are expected to assist the police in preparing charges, and to appear as witnesses in any criminal prosecution that results from an incident that occurs on CCC's grounds. If personnel refuse to cooperate, the president should be notified.

2) The College Director of Security is responsible for assisting the police and the state's attorney in working with all victims or witnesses.

3) College security personnel are required to attend any court hearing related to campus incidents in the following situations:

a. The Security Officer has signed a

complaint b. The Security Officer is the

arresting officer

b. The Security Officer is required as a witness by the

prosecutor d. The Security Officer is served with a

subpoena

4) College security staff who are required to attend any court hearing for the above listed reasons should perform the following:

a. Obtain prior approval from the College Security Director

b. Complete a court-appearance report and send a copy of it to the College
   1. Security Director

c. Officers will be paid for the time they must take off in order to make a court appearance

D. Security Investigations

1) Investigations of criminal incidents on the College campus shall not be closed until one of the following occurs:

a. An arrest is made

b. The property is recovered

c. The incident is resolved to the satisfaction of the complainant

d. All possible leads have been exhausted, or the investigation cannot move forward because of a lack of information, evidence, or cooperation by the complainant or the witnesses

e. The Chicago Police Department assumes responsibility for the investigation

2) Only the Vice Chancellor of Safety and Security can terminate the investigation of an incident that occurred on the campus.

9.5 RESPONDING TO SICK OR INJURED PERSONS.

An incident report must be completed by the officer and should include the following: the name of the injured person, a description of the sickness or the injury (including the circumstances surrounding it), the ambulance number, the names of the paramedics, and the name of the hospital to which the person was sent.

9.6 ENFORCEMENT OF PARKING REGULATIONS.

A. Policy

College Security departments are responsible for enforcing parking regulations. Regulations may vary among colleges. However, all colleges with parking facilities should provide parking stickers to faculty and staff members who present their vehicle's title or their registration cards.

B. Procedures

1) When violations of parking regulations are observed by security, the vehicle in violation of the regulation may be given a CCC parking ticket or a violation sticker may be affixed to its side window.

2) When violations of Chicago parking ordinances are observed by Security Officers or aides they may also:

a. Request that Chicago Police Department personnel be dispatched to the parking lot.

b. Inform the police officer of the violation, and sign a complaint form.

c. Complete a CCC security-incident report if the police officer issues a citation.

3) Towing of Vehicles

a. Parked vehicles that block college entrances and exits, including driveways and parking lots, may be towed. College Security Department may also tow abandoned vehicles, or vehicles that have been cited repeatedly by the Chicago Police Department for parking violations.

b. The on-duty Administrator must authorize all requests made by the Security Department to tow a vehicle. Before a request to tow a vehicle is submitted, an attempt should be made to contact the owner of the vehicle, and to solicit his or her cooperation to move it.

c. A security incident report must be completed before a vehicle can be towed from the premises. The incident report should state the reason why the vehicle was removed, the location from which it was taken, whether the owner was notified, and the name and location of the towing company.

9.7 IDENTIFICATION CARDS.

A. Students

1) The College Office of Safety and Security shall provide all registered students with a college identification card. Lost identification cards may be replaced for a fee of $5.00.

2) All fees are payable to the College's Business Office. Any changes that are made on identification cards require a $5 fee.

3) Student identification cards shall be issued during the first two weeks of each semester, and as required during the semester.

B. Faculty and Staff Members

1) Full and part-time faculty members who teach college-credit courses or adult learning skills programs shall receive identification cards.

2) The District Office of Safety and Security shall determine whether identification cards must be displayed by students and staffers while they are on the college campus.

9.8 CCC ALERT.

CCC Alert is an emergency notification system designed to provide the District and each college with the ability to contact staff, faculty and students in the event of an emergency. A link to the website can be found on CCC's Intranet at http://www.ccc.edu/alert.asp. Through this process District and college security personnel can deliver important emergency alerts, notifications and updates via:

A. CCC and personal email accounts

B. Mobile and home phone numbers

C. Text messages

9.9 RESPONDING TO AN EMERGENCY.

All Security Personnel must be familiar with the Emergency Response and evacuation procedures outlined in the District's Emergency Response Manual located on the Intranet under Administrative Services:

9.10 REPORTING FIRES AND OTHER BUILDING EMERGENCIES.

The Office of Safety and Security should immediately be notified if there is any threat to individuals or to property. Failure to notify Security of an emergency may be grounds for disciplinary action. The Chicago Fire Department should be notified of any fire, regardless of its size. The Fire Department can be reached by calling 911 on any telephone with off-campus capability, by calling Security, or by activating any fire alarm.

9.11 NOTIFICATION OF COLLEGE BUILDING EMERGENCIES.

If a problem occurs in the building that may place the occupants in danger, cause damage to the building, or threaten persons or property in the vicinity of the building, the following actions should be taken by the administrator in charge, or the engineer if no administrator is on duty:

A. The College President and the Office of Safety and Security should be notified. If the College President is not available, the College's Vice President should be notified.

B. If the Vice President is not available, the College's Executive Director of Business Operations should be notified.

C. The Vice Chancellor for Safety and Security and the Vice Chancellor for Administrative Services should be notified. If the problem threatens the safety of individuals, or threatens serious damage to the building, the Chancellor should be notified.

The Office of Safety and Security will regularly provide an up-to-date list of the home telephone numbers of all the aforementioned employees.

9.12 NOTIFICATION OF INCIDENTS ON CAMPUS.

In case of an incident on a college campus involving a death, a serious injury, the following actions should be taken:

A. The Office of the Chancellor should be notified.

B. The Office of Public Information should be notified, and all press inquiries referred to that Department.

C. The Office of Safety and Security will notify CCC administrators, faculty and students via CCC Alert.

9.13 COLLEGE CLOSINGS.

If a college must be closed, the following actions should be taken:

A. The College's President must obtain the approval of the Chancellor prior to closing the college, unless students or staff members would be in danger by remaining open.

B. The Office of Public Information, Information Technology and Administrative Services will notify media of college closings through the appropriate media outlets. The Chancellor will notify the Chairman of the Board of Trustees regarding the closing of any campus.

9.14 BUILDING EVACUATION PLANS.

Every CCC building shall have a building-evacuation plan that details procedures to be

followed in the event of an emergency. The plan must comply with all applicable federal, state and city laws and ordinances. The plan should list all emergency exits and describe procedures for assisting handicapped persons. Relevant portions of the plan should be distributed to students, faculty, and staff members. The plan should also be posted in high-visibility areas to ensure that everyone understands what to do if an emergency occurs. An updated copy of each college's evacuation plan should be submitted each year by February 1st to the District Office of Safety and Security.

9.15 FIRST AID.

If a person requires emergency medical care, security should be notified immediately. The Office of Safety and Security will contact the college nurse, or the Chicago Fire Department's paramedic unit.