

**26857**

APPENDIX 24  
OPERATIONS MANUAL

**THE CITY COLLEGES OF CHICAGO**  
**OPERATIONS MANUAL**  
(With revisions through August 4, 2005)

PRIOR AMENDMENTS

#16855 --	11-5-1992
#18686 --	7-1-1995
#19386 --	7-9-1996
#19573 --	11-7-1996
#20208 --	10-1-1997
#20774 --	7-2-1998
#21414 --	7-1-1999
#22909 --	10-1-2001
#23316 --	7-11-2002
#23732 --	4-3-2003
#26282 --	7-15-2004

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## **INTRODUCTION – PURPOSE AND BRIEF DESCRIPTION OF THE MANUAL**

The Operations Manual contains guidelines for City Colleges of Chicago executives, managers, supervisors and employees with respect to operational procedures, including purchasing and contracting procedures, M/WBE compliance, employee expense reimbursement procedures, maintenance and disposal of CCC property, Security procedures and emergency response procedures. The purpose of the manual is to provide uniformity of procedures at all CCC facilities, ensure compliance with governing laws and board policies and to provide an easy reference to CCC employees with respect to the operational procedures. The Manual contains the following sections:

The Purchasing and Contracting Policies and Procedures. The purchasing and contracting policies and procedures are designed to ensure that goods and services necessary for the operation of the Colleges and District Office are obtained at competitive prices, to guarantee fairness in the selection of vendors, and to minimize opportunities for corruption. Through the use of these policies, CCC contracting will be an open and a fair process. The purchasing and contracting policies and procedures are consistent with 110 ILCS 805/3-27.1 of the Illinois Public Community College Act, and represent the basic intentions and goals of the CCC's board. The policies may be changed from time to time. Employees will be notified of such changes through policy memoranda issued by the Chancellor, or by the Vice Chancellor for Finance and approved by the Chancellor.

NO PURCHASES SHALL BE MADE EXCEPT AS PROVIDED BY ILLINOIS LAW, BOARD RULES AND THESE POLICIES AND PROCEDURES FOR PURCHASING. NO OFFICER OR EMPLOYEE NOT EXPRESSLY AUTHORIZED BY ILLINOIS LAW, BOARD RULES OR THESE POLICIES AND PROCEDURES SHALL MAKE ANY PURCHASE 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 THEM ON APPROVAL OR OTHERWISE. ANY CONTRACT, VERBAL OR WRITTEN, MADE IN VIOLATION OF ILLINOIS LAW, BOARD RULES AND/OR THESE POLICIES AND PROCEDURES FOR PURCHASING IS VOID AS TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS.

The Compliance with Minority and Women-Owned Business Enterprise Participation Plan Policies and Procedures. The M/WBE Contract Compliance Participation Plan is designed to ensure that minority and women-owned businesses adequately participate in the purchasing and contracting of goods and services used to benefit the Colleges and the District Office.

The Employee Expense Reimbursement policies. The Employee Expense Reimbursement Policies are designed to provide a procedure with appropriate management oversight and controls to reimburse CCC employees for certain expenses incurred by them in the course of their employment.

The District Property Policies. The policies with respect to the standards, maintenance and disposal of CCC property are designed to provide guidance on certain purchases, maintenance of certain property and disposal of certain property.

Security Department Procedures. Security Department Procedures set forth CCC's security standards and policies, which are intended to be uniform across the District.

Emergency Response Procedures. The Emergency Response Procedures sets forth require development of evacuation procedures for all CCC facilities and the standards that such procedures must meet. This policy also mandates that each facility have their procedures approved by Administrative Services.

## **1.00 PURCHASING AND CONTRACTING - 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.

### **1.01 REQUISITION PROCESS - Purchases of \$10,000 or Less - COLLEGES**

The originating/user department must submit a requisition to the Business Office for the issuance of a purchase order. The requisition must be approved by the department head or designee. The requisition form 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.

List the equipment, supplies, or services to be purchased giving a complete description of all items. If contracting for service or travel, indicate as many details as reasonable (i.e., maintenance, consultant, registration fees, hotel cost, conference leave form, registration form, meals, ground transportation, etc.)

The Business Office or the originating department must solicit at least three (3) bids for items between \$1,000 and up to \$10,000, one of which should be a certified minority or woman owned business (MBE or WBE). Bids for items between \$1,000 and \$2,500 may be obtained by telephone and/or in writing from the vendor quoting prices. Copies of written bids are required for items exceeding \$2,500 and up to \$10,000. Once bids are received, the lowest responsive bidder is selected for contract award by the Business Office or the originating department.

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/index.asp>. The solicitor of bids must sign the recap sheet. At least one of the three quotes must be obtained from a MBE or WBE. The MBE or WBE letter of certification shall be attached to the bid recap if the MBE/WBE is the lowest bidder. Prior to submittal to the Business Office, the bid recap should be faxed to the Office of M/WBE Contract Compliance for review and approval. Lists of certified M/WBE vendors can be acquired from the M/WBE Contract Compliance intranet website at <http://intranet.co.ccc.edu/MBE> or from the Office of M/WBE Contract Compliance.

Once the above process is completed, the Business Office will prepare and issue the purchase order to the successful vendor.

## 1.02 REQUISITION PROCESS - Purchases of \$10,000 or less - DISTRICT OFFICE

The originating user must submit a requisition to the departmental business manager for the issuance of a purchase order. The requisition must be approved by the department head or designee. The requisition form 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.

List the equipment, supplies, or services to be purchased giving a complete description of all items. If contracting for service or travel, indicate as many details as reasonable (i.e. maintenance, consultant, registration fees, hotel cost, conference leave form, registration form, meals, ground transportation, etc.)

The originating department must solicit at least three (3) bids for items between \$1,000 and up to \$10,000. Bids for items between \$1,000 and \$2,500 may be obtained by telephone and/or in writing from the vendor quoting prices. Copies of written bids are required for items exceeding \$2,500 and up to \$10,000. Once bids are received, an evaluation and selection process is performed to select a vendor for contract award by the originating department.

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/index.asp>. The solicitor of bids must sign the recap sheet. At least one of the three quotes must be obtained from a certified MBE or WBE and the letter of certification is to be attached to the bid recap if the MBE/WBE is the lowest bidder. Prior to selecting the successful bidder, the recap should be faxed to the Office of M/WBE Compliance for review. Lists of certified M/WBE vendors can be acquired from the M/WBE Contract Compliance intranet website at <http://intranet.co.ccc.edu/MBE> or from the Office of M/WBE Contract Compliance.

Once the above process is completed, the departmental business manager will prepare and issue the purchase order to the successful vendor.

## 1.03 OBTAINING PRICES

Generally, multiple prices must be obtained each time a purchase is made. Methods should be used that maximize the possibility of the District's obtaining the desired goods at the lowest possible price. Splitting purchases to reduce the procedural requirements for obtaining prices is strictly



prohibited and may be subject to disciplinary measures.

**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.

**Purchases of \$1,000 but less than \$2,500:** The department seeking the goods must obtain three price quotations from vendors who stock the goods, one of which should be a certified MBE or WBE. 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 Procurement Services 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/index.asp>.

**Purchases of \$2,500 and up to \$10,000:** Informal competitive bidding is required. Informal competitive bidding requires that the user department obtain three written bid quotations, with at least one MBE or WBE vendors sourced, specifically describing the goods and their prices. The bid quotation 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 and signed by an authorized representative of the vendor. If at least three bids are solicited, but fewer than three bids are submitted within ten 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 Procurement Services 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/index.asp>. Prices obtained through informal competitive bidding may be used for the period stated in the quotation, or for 90 days, whichever is shorter.

**Purchases \$10,000 or greater:** Formal bidding is required. Formal bidding requires that the department prepare written specifications describing the required goods or services. The specifications shall be reviewed by the Department of Procurement & Business Services to ensure that the specifications are complete and in the proper form.

All purchases exceeding \$10,000 during a fiscal year that are made from a single vendor 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, and the budgeted account number and fund name from which the purchase is to be made. The board report must list the names of the vendors who submitted the three lowest bids.

If the low responsive bid is not recommended to the board after formal bidding is completed, an affidavit signed by a college president, a vice chancellor, or the chancellor explaining the reasons why the low bid was rejected must be attached to the board report. The explanation must provide sufficient technical detail to justify the rejection of the low bid. A certificate need not be prepared to justify the rejection of bids that are identified by the bidder as alternates. All documentation supporting the non-acceptance of the low bid should be attached to the certificate of non-acceptance of low bid.

All Board Reports from the Colleges and District Offices that are for goods or services over \$10,000 must be submitted to the Department of Procurement Services and the Office of M/WBE Contract Compliance and approved prior to review by the General Counsel and placement on the Agenda for the Board of Trustees' consideration. Failure to do so will delay approval for the goods and/or services.

#### 1.04 BID SPECIFICATIONS

Any college or department requiring the issuance of a bid specification must submit to the Department of Procurement & Business Services the technical section of the specifications describing the goods or services required. 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 request 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 bid goods 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. The Department of Procurement & Business 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. All specifications are distributed by the Department of Procurement & Business Services. The selection of the responsive 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 user department must be submitted to Procurement Services to become part of the contract file.

For formal bids, an advertisement announcing the goods 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 such as the Chicago Sun Times, LaRaza, the Chicago Daily Defender, and appropriate minority and women-owned business assist agencies. The purpose of the advertisement is to provide vendors who are not on CCC's bidder's list with an opportunity to bid for CCC contracts. Following the advertisement, the newspaper will send the Department of Procurement & Business Services a letter verifying that the advertisement was published. The letter will be retained in the Department of Procurement & Business Services files.

On the day that the advertisement appears in the local newspaper, the Department of Procurement & Business Services shall send a bid notification letter indicating that specifications are available to all vendors registered in appropriate categories on the Department of Procurement & Business Services bidder's list. Vendors may be included on the bidder's list by completing a vendor's application form and filing it with the Department of Procurement & Business Services. The bidder's list is available for public examination upon 24 hours notice to the Department of Procurement & Business Services.

Specifications shall be available in the Department of Procurement & Business 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, all bidders will be sent an addendum 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 Procurement & Business Services no earlier than the tenth working day after the advertisement. All bids 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. For the period of time stated in the bid specifications, but not for longer than one year, prices obtained through formal bidding may be used for the purposes of awarding a contract.

A bid deposit of 5% of the bid may be required on all purchases of goods and nonprofessional services exceeding \$20,000. This will be determined

by the District Director of Procurement & Business Services. 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. The bid deposit requirement may be waived by the Vice Chancellor for Finance if it is in the best interest of the district to do so. 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.

#### 1.05 FOOD SERVICE PROCUREMENT

The procurement for the food service operation, and child development centers is done on a periodic basis. A Request For Proposal (RFP) is prepared requesting price quotations for various food items and services. A review and evaluation process is done by an evaluation committee based on criteria in the RFP to determine the award, a board report is prepared and after approval, the food service vendors are notified of contract award.

#### 1.06 ANNUAL OR PERIODIC PURCHASE ORDERS

In order to minimize delay and encourage effective planning, prices for goods 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. The board is not obligated to make the planned purchases, but may do so during the specified period.

Board approval for such purchasing commitments should be obtained if the total cumulative planned expenditure exceeds \$10,000.

#### 1.07 EXCEPTIONS TO FORMAL COMPETITIVE BIDDING

All purchases and contracts in excess of \$10,000 must meet the formal bidding requirements as stated in Section 1.03 above. Some purchases and contracts are excluded from formal competitive bidding. Although a purchase and/or contract is excluded from formal competitive bidding, Board authority must be obtained for any purchase and/or contract that exceeds \$10,000 with the exception of item J (below) wherein the Chancellor's authority is \$15,000. Items A through O (below) are exceptions to the general requirement that purchases in excess of \$10,000 must be procured pursuant to a formal competitive bidding process.

Exemption from the formal competitive bidding procedure does not exclude bids and proposals from complying with the Board approved M/WBE Contract Compliance Participation Plan.

While the below listed items are exclusions to the formal competitive bidding process, it is highly recommended that all purchasers perform due diligence with regard to scope and pricing.

- 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 evidences of indebtedness;
- D. Contracts for materials and work which have been awarded to the lowest responsible bidder after due advertisement, but 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 which is 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, of a single project involving an expenditure not to exceed \$15,000 and not involving a change or increase in the size,

type, or extent of an existing facility;

- 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.

Emergency purchases/Expedited purchases

1) \$10,000 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. When considering emergency purchases 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. 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 \$10,000

When considering emergency purchases in excess of \$10,000 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 \$10,000, 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 such emergency expenditure 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, why, and how much). The Department of Procurement and Business Services will develop and maintain files for emergency purchases over \$10,000. This file will include all the supporting documents 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 should be a part of that file.

N. Other Exceptions

If approved by the Chancellor or his designee, other purchases exempt from the formal bidding process that may be purchased in amounts less than \$10,000 without Board authority are:

1. Postage purchases;
2. District-wide professional membership dues;
3. Required costs associated with accreditation and/or recognition visits; and
4. Student educational trips mandated by granting agencies.

O. Acquisition of Insurance

Acquisition of employee health insurance, employee life insurance, property and casualty insurance, and other types of insurance is specifically exempted from the formal bidding requirements. These products will be evaluated for acquisition based on availability of coverage, price, and the rating of the insurance company.

P. Monthly Board Summaries

Monthly Informational Board Reports will be made to the Board summarizing expenditures for the following purchases or contracts that are excluded from formal competitive bidding these include:

1. Postage purchases;
2. District-wide professional membership dues;
3. Utility Service Payments (i.e., water, heat, electricity,

- telephone or telegraph);
- 4. Required costs associated with accreditation and/or recognition visits; and
- 5. Student educational trips mandated by granting agencies.

1.08 DETERMINING THE LOW BID AND MAKING THE PURCHASE

- A. The low bid may be determined either by figuring the price of individual items, or by figuring 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.
- B. Alternate bids that do conform to the specifications may be considered, or technically disqualified. If a low bid is disqualified for failure to comply with specifications a certificate describing the noncompliance must be prepared and included with the board report. A board report recommending the purchase from the bidder offering the lowest price for a product must be approved by the board prior to any purchase.

1.09 MINORITY AND WOMEN PARTICIPATION ON CONTRACTS AND AGREEMENTS FOR GOODS AND SERVICES

Compliance with MBE or WBE requirements will be considered in determining whether the bidder or proposer is responsible. When other aspects of responsible bids are not decisive, the contract or agreement shall be awarded to the bidder having the higher level of M/WBE participation. Similarly, when comparing proposals for a contract, the proposed level of M/WBE compliance shall be one of the decisional criteria. A bid or proposal may be rejected in the following circumstances.

- A. After the contractor has been given the opportunity to cure technical deficiencies dealing with requested clarifications of Schedule A and/or Schedule C of the Participation Plan and has failed to respond appropriately.
- B. When a bid or agreement packet is not in compliance with the CCC Participation Plan and no request for a waiver has been approved, and the bid or proposal contains an insufficient level of MBE or WBE participation.
- C. The contractor provides false or misleading information in



its bid or proposal, or in supplements to its bid or proposal.

- D. When the bid packet (Schedules A and C) contain non-certified MBE or WBE vendors representing certified subcontractors.

The Office of M/WBE Contract Compliance must review, sign-off and provide the appropriate language for purchases and agreements being reported to the Board of Trustees.

#### 1.10 INELIGIBLE BIDDERS/CONTRACTORS

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 certificate describing the noncompliance must be prepared and included with the board report. A board report recommending the purchase from the bidder offering the lowest price for a product must be approved by the board prior to any purchase.

To identify ineligible bidders/contractors, a file must be established by the Department of Procurement & Business Services. The file must identify the nature of the bidders/contractors failure to satisfactorily complete a contract. It is necessary that any and all correspondence to the bidder regarding non-performance on the contract be included in addition to providing copies of correspondence to the legal department. Failure to successfully perform on an awarded contract is sufficient to conclude that a bidder is ineligible.

If the Office of M/WBE Contract Compliance determines that a contractor has not met the applicable MBE or WBE goals, and has not demonstrated every good faith effort to meet the goals, at the conclusion of the contract, the Office of Contract Compliance may declare the contractor ineligible for future contracts or agreements with CCC for a period of three (3) years.

Bidders can only be declared ineligible after information has been documented, reviewed and verified by the Department of Procurement & Business Services. This will result in removal from the bidders list and being unable to bid on future contracts for a period of three (3) years.

#### 1.11 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.

1.12 RECEIVING PROCEDURES - Campuses

The storekeepers/receiving personnel will receive the requested goods at the dock. The packing slip is removed and items are verified against the packing slip. The storekeeper/receiving personnel will verify the purchase order number on the packing slip. The storekeeper/receiving personnel will receive the items into the financial management system via the receiving panels with the appropriate purchase order number.

1.13 RECEIVING PROCEDURES – District Office

The Mailroom personnel will receive the requested goods at the dock. The packing slip is removed and items are verified against the packing slip. The mailroom personnel will verify the purchase order number on the packing slip. The mailroom personnel will deliver the items to the appropriate department. The department requestor will receive the items into the financial management system via the receiving panels with the appropriate purchase order number.

1.14 JOINT PROCUREMENT

In addition to the other procurement methods authorized by the Board for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services; the Board may also, when the Chancellor, or designee has determined that it is advantageous to the district, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services, through the use of:

- 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. Requests for Proposals (“RFPs”) issued jointly with one or more other units of local government. All such jointly issued RFPs 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 RFPs.

In addition to the above, the Chairman is authorized to enter into agreements with other units of local government, municipal corporations and agencies of the State of Illinois to cooperate in the acquisition of the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services. Such agreements may also provide for co-development software and sharing or co-location of data, equipment and facilities. In addition, such agreements may include development of standards for cross-compatibility of data formats and protocols and indemnification clauses. The corporation agreements must provide that each participating unit of local government, municipal corporation or agency will be solely responsible for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment software, and services that it orders pursuant to the cooperative procurement.

All agreements resulting from Joint procurement processes shall be subject to the approval and execution limits specified in Section 1.0.

## **2.00 PURCHASING AND CONTRACTING – SELECTION OF PROFESSIONAL SERVICES CONSULTANTS**

### **2.01 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 may comply with federal law and regulations and take all necessary steps to adopt federal rules, 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 annually file a statement of qualifications and performance data with the district. Whenever a project requiring architectural, engineering or land surveying services is proposed for the district, the district shall:

- 1) Mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the Department of Procurement and Business Services having participated in a pre-qualification solicitation; or
- 2) Place an advertisement in a secular English language daily newspaper of general circulation throughout the district, requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with the Department of Business and Procurement Services. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.

C) Selection procedure

The user department as well as Procurement and Business Services 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 such other factors as the District may determine in writing are applicable. The user department and Procurement and Business Services may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project and ability to furnish the required services.

When formal bids or RFP responses are received by the Department of Procurement Services, a copy of each bid or RFP response will be sent to the Office of M/WBE Contract Compliance to determine adherence to CCC's M/WBE Contract Compliance 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 Department of Procurement and Business Services 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 3 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) Request for Waiver from Compliance with CCC M/WBE Participation Plan

If a bidder/proposer is unable to identify certified MBE and WBE vendors to perform sufficient work to fulfill the MBE or WBE percentage goals for the proposed contract or agreement, the bid/proposal must include a written request for a waiver from compliance from the CCC Participation Plan. Please note that a request for a waiver is not an automatic approval of the requested waiver. The approval of the requested waiver comes as a result of a recommendation from the Office of M/WBE Contract Compliance sent to the Chancellor for approval. The recommendation for approval of the requested waiver will be based on: (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.

E) Contract Negotiation

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 architectural, engineering or land-surveying 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.

2.02 OTHER PROFESSIONAL SERVICES AND INDEPENDENT CONTRACTORS

For all professional services over \$1,000 a Professional Services Agreement must be completed. When initiating a Professional Service Agreement, a scope of work should be submitted to the Office of the General Counsel via email and include the following information:

- a. Scope of Services (Note: Please include the time period (beginning and end) of the service to be performed.)
- b. The contact information, which includes the address, city, state and zip code of the vendor(s).
- c. If over \$10,000, please give the board report number.

The Office of the General Counsel will draft the agreement based on the above information sent via e-mail. Please note that no agreement can be initiated unless this information is sent to the Office of the General Counsel. Once the agreement has been fully executed, the Office of the General Counsel will notify the Department of Procurement and Business Services via e-mail. Please be aware that the Department of Procurement and Business Services will not process any requisitions until notified via email from the Office of the General Counsel that the agreement has been executed.

Although contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are exempt from competitive procurement, if the district chooses to competitively procure such services, other than those listed in paragraph 2.01 above (i.e., architectural, engineering and land surveying), the following procedure applies:

A request for proposals (RFP) and/or a request for qualifications (RFQ) is prepared by the user department and distributed to qualified persons or firms by the Department of Procurement & Business Services. A request for proposals provides potential consultants with a detailed statement of the professional services required, a time schedule and instructions for submitting proposals.

A notice of bid availability will be sent to all vendors registered in appropriate categories in the CCC database. The user department may request a vendors list from the Department of Procurement & Business

Services. The issuance of a RFP and/or RFQ need not be advertised.

A sample format for RFP and/or RFQ may be obtained from the Department of Procurement & Business Services.

The use of competitive procedures does not obligate the district to choose the least-expensive proposal, or to otherwise select a proposal on the basis of any single factor. The district shall retain full discretion to determine which consultant can best serve the needs and goals of the district. Consultants submitting proposals waive any right to bring legal proceedings challenging the board's decision in these matters.

A record of the selection process, including a copy of the request for proposals or request for qualifications, the distribution list, the names of consultants submitting proposals, a description of the evaluation process, and the reasons for the selection, must be retained by the Department of Procurement & Business Services.

2.03 REPORT OF PROFESSIONAL SERVICES CONTRACTS TO THE BOARD OF TRUSTEES

The Chancellor shall submit, for the information of the board, a monthly report identifying all consultants who have performed services for the district during the previous month. The report will include the name of the college or department for which the consultant was retained. The report will also briefly list the nature of the services rendered, the amount charged, and the amount paid to the consultant during either the fiscal year to date, or the contract period.

2.04 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 the City Colleges of Chicago's ability to be in compliance with its Board approved M/WBE Contract Compliance 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 years.

### **3.00 GUIDELINES FOR LEGAL COUNSEL**

Legal services are professional services and exempt from competitive bidding requirements unless the district elects to use a competitive bid procedure in accordance with Section 2.02 above. Because of the nature of Legal Services, special responsibilities and guidelines for engagement, billing and accountability are required as follows:

#### **3.01 POLICY**

City Colleges of Chicago (“CCC”) and its Legal Counsel must cooperate to provide legal services to the CCC, its officials, employees, agents and departments. With an award of a Professional Legal Services Contract and acceptance of cases or assignments, Legal Counsel agrees to follow the CCC’s guidelines for Legal Counsel set forth in this document. Waivers to these guidelines must be obtained in writing from the General Counsel and must identify the specifics of the guideline that is to be modified. CCC reserves the right to modify these Guidelines for Legal Counsel at any time.

#### **3.02 LEGAL-FEE GUIDELINES**

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.

The district’s legal needs are diverse. Therefore, billing rates will vary. For some types of legal services, rates of \$75-\$150 are appropriate; for others fees of \$250 or more are appropriate. In extraordinary cases, fees that exceed \$250 may be justifiable. Average hourly fees for a particular firm will be limited to \$250. An average hourly rate that exceeds \$250 must be approved by the Board.

#### **3.03 STATUS REPORTING**

Within seven (7) working days of the receipt of a case or an assignment, Legal Counsel is required to acknowledge the acceptance of the case or assignment in a letter directed to the General Counsel. The acknowledgement letter must contain the name of the responsible partner, one associate and paralegal to be assigned to the case or assignment from the list of authorized professionals submitted by your firm to CCC. The acknowledgement letter must outline the activities to be performed by Legal Counsel within the first ninety (90) days and provide a preliminary budget for those activities. Within ninety (90) working days, thereafter, Legal Counsel is required to complete and forward the attached CCC Legal Counsel Status Report. Completion of the Legal



Counsel Status Report provides CCC with an immediate evaluation and a proposed budget for the first year of the case or assignment. Interim status reports in letter form are to be submitted every sixty (60) days and should briefly update the information contained in the Legal Counsel Status Report even if there has been no activity. Legal Counsel is required to update all areas contained in the Legal Counsel Status Report on an annual basis.

As information becomes available, Legal Counsel will report all significant events directly impacting the liability and damages aspect of the case or assignment. Significant events include depositions, witness interviews and court appearances. Depositions are to be briefly summarized in letter form and must include your or the firm's impression of the witness, effect upon the case or assignment, effect on the CCC's strategy and recommendations for future activities.

Legal Counsel is required to forward to CCC all significant pleadings and motions filed on behalf of CCC or directly impacting the CCC, Answers to Interrogatories, medical record and deposition summaries, documents disclosing expert witnesses and correspondence directed to CCC officials, employees or agents. Insignificant pleadings, discovery, documents and correspondence are not to be forwarded to the CCC.

Legal Counsel is to notify the General Counsel of all settlement conferences or trial dates as soon as the date is set. A representative from the General Counsel is to attend all settlement conferences. CCC reserves the right to negotiate all settlements.

At least six (6) months prior to trial, Legal Counsel is to submit a detailed evaluation of the liability and damages aspect of the case or assignment, including potential settlement amounts and verdict awards. Prior to trial, Legal Counsel must obtain written authority from the General Counsel to proceed to trial. During trial, Legal Counsel is to report daily to the General Counsel.

All correspondence, significant pleadings, acknowledgment letters, Legal Counsel Status Reports, information and documents regarding the following areas of law are to be forwarded to:

General Counsel  
City Colleges of Chicago  
General Counsel  
226 West Jackson, Suite 1448  
Chicago, Illinois 60606

### 3.04 PERMITTED FEES

CCC will only pay the hourly rates or flat fees arrangements which were proposed in and agreed to in Legal Counsel's Professional Services Agreement. No rate increases will be honored during the contract period without Board approval. CCC will only pay those fees demonstrating the most efficient use of the professional's time. All professional

time will be billed to the nearest one-tenth (0.1) of an hour of each activity contained in the billing entry.

### 3.05 IMPERMISSIBLE FEES

Under the Professional Legal Services Contract, CCC will not pay any fees, charges and/or expenses associated with the following:

- a. Preparing and reviewing billing entries and expense invoices;
- b. Responding to CCC's billing and expense inquiries;
- c. Responding to requests from auditors, accountants and/or insurers of CCC;
- d. Conducting legal research without prior written approval of CCC;
- e. Reviewing legal research or other work product of other billing professionals;
- f. Clerical work such as organizing files and labeling exhibits performed by billing professionals;
- g. Billings submitted for unapproved attorneys and paralegals on a file;
- h. Travel time to depositions, meetings, hearings and trial. (CCC will reimburse attorneys for intrastate travel exceeding 25 miles one way and interstate travel at a rate of one-half (1/2) the billing rate set forth in your or the firm's Response to Request for Proposal);
- i. Attendance at continuing legal education presentations and seminars;
- j. More than one attorney attending a trial, hearing, court appearance, arbitration, deposition, meeting, or conference call, *unless approved in writing by the General Counsel*;
- k. Reviewing of a file to educate attorneys not assigned to handle the matter;
- l. Interoffice meetings with attorneys to discuss the status or future handling of a matter;
- m. Scheduling of meetings, depositions, motions or other file-related matters;
- n. Training of professional and/or support staff;
- o. Opening and closing file assignments to your firm;

- p. Secretarial work, work processing, staff overtime, photocopying, or faxing; and,
- q. Organizing files, client files, and/or documents produced in discovery unless approved in advance in writing.

### 3.06 REIMBURSABLE EXPENSES

CCC acknowledges that reasonable expenses will be incurred in the prosecution and defense of matters referred to your firm. CCC agrees to reimburse your firm for the actual cost of those reasonable expenses. Copies of all invoices for reimbursable expenses are to be submitted with Legal Counsel's invoice for professional services. CCC will not reimburse your firm for any mark-ups, handling or processing charges associated with the reasonable expenses.

- A. Overhead  
CCC will not acknowledge or pay any fees, charges, or expenses associated with Legal Counsel's overhead. Overhead expenses shall include, but not be limited to, books, office supplies, conference rooms, computer equipment, periodicals, equipment rental, software, local telephone and facsimile charges, incoming faxes, case management systems, docketing charges and court access systems.
- B. Telephone Charges/Facsimile Charges  
CCC will reimburse your firm for actual charges associated with long distance telephone charges and outgoing long distance facsimile charges with proper documentation. CCC will not reimburse your firm for Local telephone charges and local facsimile charges.
- C. Photocopies  
CCC will reimburse your firm for photocopies at a rate of not more than \$0.10 per page. All bill entries for photocopying must provide the date of service, number of copies made, the per page rate, and the total amount billed.
- D. Computerized Legal Research  
CCC acknowledges that issues may arise which require the use of computerized legal research. Prior to utilizing computerized legal research, Legal Counsel must obtain written approval from CCC. Charges for computerized legal research will not be reimbursed unless prior written approval is obtained from the CCC General Counsel.
- E. Travel Express  
CCC will pay for reasonable and necessary travel expenses provided that the travel is approved in advance in writing by CCC. Each expense must

identify the nature of the expense, the date incurred, the professional incurring the expense, and the amount of the expense.

Air travel shall be by coach or economy rate. No first or business class permitted. Copies of the airline voucher must be submitted to CCC with Legal Counsel's bill.

Hotel accommodations shall be moderately priced with all hotel receipts submitted. No room service for bar, liquor or movie service shall be allowed.

Meals expenses for out-of-town travel will be reimbursed at a rate not exceeding \$35.00 per day.

Taxi, bus, rail or shuttle transportation is encouraged where cost effective and convenient. CCC will only reimburse your firm for intermediate or lower-end rental cars.

F. Express Mail/Messenger Services

CCC will only pay for Express Mail, overnight delivery and messenger services requested for and authorized by CCC.

G. Expert Witnesses and Consultants

Retaining of expert witnesses and consultants must receive CCC General Counsel's prior written approval. Legal counsel must submit a detailed expert or consultant budget setting forth the scope of services to be performed, the hourly rate of compensation, and the anticipated total of expert witness or consultant fees and expenses to be incurred.

### 3.07 BILLING POLICY

All matters shall be invoiced on a sixty (60) day basis, with exception of final invoices which must be submitted within thirty (30) days of the final activity. A single original invoice is to be submitted to the General Counsel for review, processing and payment. Copies of invoices for reimbursable expenses are to be submitted with the original invoice for professional services. Duplicate and/or copies of invoices are not to be submitted to any other CCC department.

Each billing activity shall contain the date work was performed, the full name of the professional performing the task, actual time spent on the task to one-tenth (0.1) of an hour, the rate charged by the professional, the total cost of the service performed, and a specific description of each activity performed. All descriptions of activities performed must detail the purpose of the activity, such as court hearings, conferences, depositions, motions and research issues.

### 3.08 AUTHORIZED PROFESSIONALS

Legal Counsel is required to submit a list of partners, associates and paralegals to provide professional services for CCC. A resume of the professionals' qualifications must also be submitted with the list. Only those authorized professionals may perform services for CCC. CCC will assign a particular matter to one partner and one associate from an authorized personnel list submitted by Legal Counsel and approved by the General Counsel. From time to time, CCC depending on the nature, complexity and exposure of the matter may assign matters directly to an associate of Legal Counsel. A paralegal may also be assigned to assist Legal Counsel with the matter. CCC will not compensate Legal Counsel for legal services performed by unauthorized personnel. CCC will not compensate Legal Counsel for services performed by authorized personnel on matters not assigned to that personnel. Legal Counsel may delete or add partners, associates and paralegals to the approved personnel list by requesting written authority from CCC. A resume of the professionals' qualifications must also be submitted with the request. CCC reserves the right to limit the number of professionals to perform services at one or all Legal Counsel.

### 3.09 REVIEW AND AUDIT OF INVOICES FOR LEGAL SERVICES

The General Counsel shall review all invoices for legal services submitted by Legal Counsel. Payment of any invoice by CCC does not constitute a waiver of the CCC's rights to subsequently question, compromise or request repayment or future credit for any invoice previously paid.

CCC retains the right to audit, through its staff or independently, all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require the firm to produce any and all documentation which would support the billing submitted by the firm. The firm will produce any individual that has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billings, and the firm shall produce such persons to answer any and all questions regarding the billings. Each firm subject to these guidelines acknowledges, without protest, that CCC may utilize either its own personnel or personnel from an outside auditing service to perform such audits.

### 3.10 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 of professional responsibility with respect to disclosure of the potential conflict and proper advisement to CCC's General Counsel and the individual employee.

### 3.11 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 interests 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.

The district's legal needs are diverse. Therefore, billing rates will vary. For some types of services \$75-\$150 are appropriate; for others, fees of \$250 or more are appropriate. In extraordinary cases, fees that exceed \$250 may be justifiable. Average hourly fees for a particular firm will be limited to \$250. An average hourly rate that exceeds \$250 must be approved by the Board.

### 3.12 FORM LEGAL SERVICES AGREEMENT

The following form legal services agreement shall be used to engage legal services. The form agreement may be modified by the General Counsel with the approval of the Chancellor to meet the particular circumstances of the engagement.

#### ***CITY COLLEGES OF CHICAGO LEGAL SERVICES AGREEMENT***

1. *This agreement between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter City Colleges of Chicago or CCC) and \_\_\_\_\_ (Counsel) is for the provision of legal representation in the matter(s) described below and supersedes all prior oral or written agreements:*

2. *This agreement shall take effect on \_\_\_\_\_ and shall continue until terminated or until services are completed.*

3. Services provided under this contract shall be undertaken in such sequence and with such dispatch as to assure the cost-efficient, expeditious resolution of all matters consistent with CCC's best interests. Counsel will render expert legal services and represent CCC to the best of Counsel's ability and consistent with applicable federal, state, and local laws, regulations and ordinances, as well as with all pertinent rules of court, codes of ethics, canons and professional standards. Counsel will possess and at all times during performance maintain required licenses and certifications.

4. The attorneys whom it is anticipated will provide representation pursuant to this agreement, and their billing rates, are as follows:

*Billing Rates Per Hour*

	<u>Name of Attorney</u>	<u>Standard</u>	<u>Discounted</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____
g.	_____	_____	_____
h.	_____	_____	_____
i.	_____	_____	_____
j.	_____	_____	_____

Attorneys other than those listed above may only do substantial work on CCC files with the express consent of the CCC General Counsel.

5. Average hourly fees (total fees divided by total hours billed) are limited to \$250 unless otherwise noted in this agreement. Whether through discounted individual billing rates, overall discounts, or otherwise, fees will be maintained within this cap. Counsel is also expected to propose ways of maintaining high quality legal services while keeping costs as low as possible.

6. *Counsel will be reimbursed, at cost, for such out-of-pocket expenses as filing costs, witness fees, printing and copying expenses, and long distance telephone calls related to the specific services being provided. Counsel shall not be reimbursed for normal office operating expenses (e.g., clerical overtime, messenger service). Necessary travel expenses will be reimbursed in accordance with standards established for traveling expenses of CCC employee. Extraordinary expenses must be approved by the CCC General Counsel in advance, or they may not be paid.*

7. *All invoices must include the following information: description and date of the services performed, number of hours billed, persons who provided services and those persons' hourly billing rates, and an itemization of costs incurred. If any of the required information is not included in the invoice, payment will not be made until all such information is provided.*

8. *All work product materials generated or collected on behalf of CCC prior to or subsequent to this agreement which are either in the possession of Counsel or under control of Counsel, including but not limited to memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, claim files, investigator's reports, books, computer information and all other such materials are the exclusive and confidential property of CCC and shall not be utilized, sold, or shared with any other party except in accordance with specific prior written directions from CCC or pursuant to discovery procedures or court orders.*

9. *CCC may terminate this agreement at any time without prior notice to Counsel, except that such termination shall not affect Counsel's right to payment for services rendered prior to the date of termination. Counsel may terminate this agreement with sufficient notice to CCC to ensure that the interests of CCC are not affected.*

10. *Counsel shall deliver all work product materials, files, and records to CCC within five working days of receipt of notice of termination of this agreement unless both parties agree that such a delivery schedule is unreasonable and agree in writing to a modified delivery schedule. The work product materials shall be delivered in accordance with the above-described terms notwithstanding any dispute between CCC and Counsel regarding fees or any other matter.*

11. *Counsel will render, upon request, any report on the status or expense of litigation needed by CCC to comply with any investigation, audit (internal or external in nature), or to comply with requests for information from insurance carriers. It is understood that in the event of such a request, time will be of the essence and Counsel will avoid the use of attorneys for the preparation of non- legal information and the performance of ministerial, non-professional functions.*

12. *Counsel will provide the CCC General Counsel and the Board with written and oral status reports on an as-needed basis within the professional boundaries of the attorney-client privilege.*



13. Counsel will perform its services under the general supervision and direction of the Chancellor or his designee.

14. Counsel shall maintain professional liability insurance in amounts reasonably adequate to protect CCC from acts, omissions and negligence on the part of Counsel, Counsel's agents, or employees. Counsel shall furnish CCC with evidence of such coverage within thirty (30) days of CCC's written request.

15. This Agreement consists in its entirety of this document entitled A City Colleges of Chicago Legal Services Agreement.

_____	_____
Chancellor	Counsel
_____	_____
Date	Firm Name

#### **4.00 RENTAL OF SPACE BY 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 a 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 a contract.
3. If adequate space does not exist at the local college campus, a site may be rented for a designated period of time. That time period must be approved by the Chancellor.
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 either of 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 any agreement.

##### **B. Approval of Rental Agreements. All agreements to rent space for instructional programs must be submitted to the Vice-Chancellor for**

Administrative Services and the Chancellor. Such agreements that exceed a one year term must be approved by the Board of Trustees.

- C. Assessment of the Site. Prior to the first class meeting at an off-campus instructional site, the program's director should do the following:

Schedule an informational meeting with an authorized representative of the agency that is providing the site. Explain the college's mission and program goals, reiterate that the college will not pay rent for the space, review the space, review all class schedules, assign instructors, decide what materials are needed, and review student-recruitment strategies.

Send a college staff member to assess the site. The staff must fill out the off-campus site-assessment form. A copy of the completed form must be kept on file at the college. Once the site has been assessed, CCC should send the agency a letter stating whether it accepts the site. If a college would like the agency to sign an agreement letter, the letter should be submitted along with the confirmation letter. Confirmation letters should include the following:

- a. An alternative starting date for classes.
- b. A statement regarding rent-free usage of the space.
- c. A statement that students will not be charged any fees by the agency for materials or services.

- D. Documentation. These items should be kept on file at every off-campus site:

1. A letter of interest from the agency.
2. A completed off-campus site-assessment form.
3. The City Colleges' letter of confirmation that was sent to the agency.
4. An agency-agreement form.

## **5.00 PURCHASING FORMS**

### **5.01 PURCHASING FORMS**

All forms are available from the CCC intranet <http://intranet.co.ccc.edu/finance/index.asp>.

### **5.02 INFORMAL BID RECAPITULATION FORMS**

Informal bid recapitulation forms are used to summarize bids received on purchases between \$1,000 and up to \$10,000. All informal bid documents must be maintained in a file by the respective campus or requesting department.

For purchases between \$1,000 and up to \$2,500 quotes may be obtained over the telephone, in person, or in writing, and summarized on a bid recapitulation form. If one of the vendors from whom a bid was solicited is unable or unwilling to bid, that information must be noted on the form. The informal bid-recapitulation form must be attached to the requisition form.

For purchases between \$2,500 and up to \$10,000 quotes shall be obtained in writing, and summarized on a bid recapitulation form. If one of the vendors from whom a bid was solicited is unable or unwilling to bid, that information must be noted on the form. The informal bid-recapitulation form and copies of the written bids must be attached to the requisition form.

#### 5.03 FORMAL BID RECAPITULATION

After the opening of formal bids on items that cost over \$10,000, the Department of Procurement & Business Services will develop a formal bid recapitulation spreadsheet to record all bids received. The spreadsheet will list the names of all vendors to whom specifications were sent. The form will also include the vendor's bid, if the vendor completes the M/WBE forms and a notation that the vendor failed to respond, or that he or she submitted a response that indicated unwillingness or an inability to bid. Please note that at least one of the bids should come from at least one minority or women-owned business.

#### 5.04 REQUESTS FOR AN EMERGENCY PURCHASE

When the delay that results from formal or informal bidding could cause damage either to life or to property, the normal procedure for bidding may be waived. To do this, an emergency purchase memorandum must be completed and signed by a College President, a Vice Chancellor, or the Chancellor prior to authorization. The memorandum must be attached to the requisition form. All documentation supporting the emergency request should be attached to the emergency purchasing memorandum.

#### 5.05 VENDOR'S APPLICATION FORM

This form is provided to all vendors who desire to do business with CCC for specific commodity areas. After the form is completed and returned to the Department of Procurement and Business Services, the vendor will be placed on CCC's bidder's list in the categories he or she selected.

## 5.06 PURCHASE ORDERS

A purchase order is the official notification to the vendor of the district's intention to make a purchase. A purchase order must be completed for all items regardless of dollar amount. A purchase order may not be issued until all the required selection procedures are completed. An informal bid-recapitulation sheet must be attached to all purchase orders between \$1,000 and up to \$10,000. A copy of the board's authorization must be attached to all purchase orders of \$10,000 or more. The purchase order must include a description of the goods or services to be purchased. For purchases of \$10,000 all addendums to a purchase order must include all payments made to date on that purchase order.

## 5.07 ADDENDA

Addenda are used to indicate any changes that occur after the issuance and approval of the original purchase order. Addenda should include the original purchase order number, vendor's name and address, originating department, service or delivery address, a complete explanation of the circumstances which necessitate the change, the dollar amount of the original purchase order, the dollar amount of the new addendum, any previous addenda and proper budget coding.

Addenda follow the same approval and encumbrance process as the original purchase order.

Addenda may not include the replacement of a certified MBE or WBE subcontractor with a majority vendor. Should a certified MBE or WBE need to be replaced every effort should be made to use another certified MBE or WBE as a replacement. A listing of certified subcontractors may be obtained from the District Office of M/WBE Contract Compliance.

## 6.00 PETTY-CASH-FUND GUIDELINES

To safeguard petty-cash-fund balances, and to ensure that transactions are made in accordance with board rules and policies, the following guidelines apply to all colleges and to the district office:

- A. Petty-cash funds are to be maintained on an imprest basis. The amount of money in a petty-cash fund may differ from college to college, but should not exceed \$500. The amount of money in a college's petty-cash fund should remain stable over time. The custodian should balance the fund each day to ensure that the available cash and the approved petty-cash vouchers tally.

- B. The petty-cash fund was established to reimburse employees who need to make inexpensive emergency purchases. The department head or designee is responsible for determining the specific conditions under which reimbursements may be made.
1. Disbursements may be made for business purposes when it is impractical to pay by check. Appropriate disbursements would include refreshments for meetings that meet criteria listed in the employee-expense guidelines. Low-value office supplies are also reimbursable unless equivalent items are readily available through the Purchasing Department.
  2. Systematic use of petty cash should be discouraged, especially for expenditures for which another reimbursement process has already been established. For example, an employee's travel expenses, or an outside contractor's charges should not be paid from the fund. A travel-expense form or local-transportation form should be submitted for travel-reimbursement requests. Payments to outside contractors should be initiated by preparing a request-for-expenditure form.
  3. Employees are not allowed to use the petty-cash fund to cash personal checks or to receive personal credit advances.
  4. Petty cash disbursements are limited to \$100 or less.
  5. An employee who wishes to be reimbursed for a purchase must complete all information on the petty-cash voucher. Vouchers should be written in ink to prevent alteration, and be safeguarded by the petty-cash custodian.
  6. Petty-cash disbursements must be accompanied by receipts or other documentation. The petty-cash custodian will disburse funds only if the proper documentation is provided.
  7. Only the business manager, or an employee reporting to the business manager, may have custody of a college's petty-cash fund. The use of alternate custodians should be limited. When an alternate custodian is employed, that employee shares full responsibility for the fund's integrity. Also, the petty-cash custodian may not handle cash receipts from other sources. This precludes the possibility of covering petty-cash shortages by misappropriating funds.

8. The Controller's Office should replenish the petty-cash fund at the close of each month. Doing so minimizes the risk that irregularities will go undetected for an extended time.
  - a. The petty-cash custodian should prepare a replenishment request on form 105, and attach all receipts which support employee reimbursements. If the total dollar amount of all receipts is less than the amount of the replenishment request, only the amount listed on the receipts will be replenished. The custodian will be asked to reconcile any variations.
  - b. Petty-cash-replenishment checks should only be made payable to the petty-cash custodian. This will prevent loss through unauthorized endorsements if checks are stolen or forged.
9. Petty-cash activity, like all financial activity, is subject to a review by the Internal Audit Department. The department should examine petty-cash funds periodically, and on an unannounced basis.
10. The safeguards that are in place for check disbursements are not in place for petty-cash disbursements. This makes it incumbent upon management to enforce an appropriate standard of conscientiousness among those who manage the funds, and among those who benefit from them.

## **7.00 REIMBURSABLE EXPENSES**

### **A. REQUESTS**

1. Administrators and other authorized persons should promptly submit requests 45 days prior to attend professional meetings or to receive tuition reimbursement.
2. Faculty must submit requests at least 30 days prior to the meeting or the course. Approval must also be obtained from the College-Union Professional Development Committee, as required in Article VII. M. of the board-union agreement.
3. Faculty requests must be approved by the applicant's immediate supervisor, and by the committee. Once the committee approves the request, it is sent to the president. After the president's approval, it is sent to the business office for further processing. Vice chancellors and presidents should submit their requests to the

chancellor. All other requests need only be approved by the president.

4. Requests must include a statement about how the travel will benefit the traveler, the college, and/or the district.
5. Faculty/professional staff-development courses must be approved according to the guidelines established in the board-union agreement, and must relate to the study/work area of the faculty/professional staff member.
6. The Chancellor must approve all overseas travel requests, and all travel requests for presidents and vice chancellors.
7. The travel coordinator for the college or district office must arrange air travel.
8. The travel coordinator will obtain the lowest rate possible. If the difference in cost between a direct flight and a stopover flight exceeds \$100, the traveler must choose the stopover flight. If the difference in cost between flights from O'Hare and Midway airports exceeds \$100, the traveler must choose the less-expensive flight.

#### B. TRAVEL EXPENDITURE

1. CCC reimburses employees for approved expenditures. Employees will be reimbursed for travel, lodging, and meals when they attend conferences and professional-development seminars. They will also receive tuition reimbursement for approved courses and necessary supplies. The maximum reimbursement for faculty is \$1000 per fiscal year.
2. CCC will reimburse the applicant for itemized expenditures which he or she lists on the travel-reimbursement form. (The travel coordinator should confirm all fares and send the invoices to CCC.) Cash advances, if requested at least two weeks prior to the trip, will be made in an amount equal to 50% of the anticipated costs of the trip (not including airfare). Advances should not be requested when expenses will not exceed \$50.
3. The applicant must compile the original receipts for all expenses (conference fees should be paid for by the college); including cancelled airfare tickets, and attach them to the travel-reimbursement form.

4. Reimbursable expenditures include lodging, meals (\$35 for In-District and \$65 for Out-of-District maximum per day is the suggested guideline), car rental, limousine/tax, fares, parking, tolls, and any other expenses that are necessary.
5. Impermissible expenditures include:
  - a. The cost of recreational activities offered at a conference, but not included in the conference fee.
  - b. Any extra cost incurred if the employee stays at a hotel other than the one designated for conference activities.
  - c. Any excessive number of long-distance phone calls for non-business purposes.
  - d. Alcoholic beverages, sundries, pay per view, rental movies, and gasoline for personal vehicle.

C. COURSE TUITION

1. A course must be approved for reimbursement in advance. Employees should submit a description of the course to his or her supervisor. If lane advancement is sought for the course, the vice chancellor for human resources will be the final judge of the applicability of the course.
2. Tuition is not pre-paid. The applicant must first pay the tuition and then obtain a receipt. When the course is satisfactorily completed, the applicant must present an official grade report or transcript to his or her supervisor to verify the number of credits earned.
3. Course books and supplies listed in the board-union contract may be covered, but tuition and supplies may not exceed the \$1000 maximum, per person, per fiscal year.

D. ATTENDANCE/COURSE COMPLETION

1. Within two weeks after completing the travel or the course, the applicant must submit the original signed request, the completed reimbursement form, and the faculty-report form. (The report form is only required for faculty.) All three must be submitted to the president, or to the vice chancellor for human resources. All expenses must be listed, and all original receipts attached.



2. If the report is approved, then the reimbursement form and the request form are forwarded to the business office, where the receipts and the amounts are verified.
3. When the business office has checked the receipts and the amounts, a requisition and purchase order are prepared. The business office or district office department designee will complete an invoice log and attach the signed purchase order, reimbursement form and all supporting documentation with the original receipts and submit this to district office accounts payable for payment.

## **8.00 DISTRICT PROPERTY – RENTAL, MAINTENANCE AND DISPOSAL**

### **8.01 POLICIES FOR THE USE OF FACILITIES BY THIRD PARTY**

#### **A. USAGE.**

Not-for-profit community, educational, civic, youth, and social organizations may use the City Colleges of Chicago's facilities once they have obtained the approval of the college president. Unless approved by the chancellor, City College's facilities may not be used by religious groups or for religious services. Organizations that use CCC's facilities must complete a standard facilities-usage agreement which must include release of claims and hold harmless clauses.

#### **B. FEES.**

Fees are based on the cost to the district to provide the required space (i.e., additional security, engineering and janitorial staffs, and additional utility costs). Fee guidelines are published annually by the Office of Administrative Services upon approval of the Chancellor.

#### **C. INSURANCE AND INDEMNIFICATION.**

Organizations will be required to obtain \$1 million in combined insurance for an event, if the college's president determines that the event poses an unusual risk to the district (e.g., carnivals, competitive athletic events, swimming). The Office of Risk Management can provide information on insurance carriers that offer such coverage. Organizations will be required to indemnify the City Colleges for any injury that occurs at an event for which no insurance is required.

#### **D. COMPLIANCE WITH CCC POLICIES.**

Persons who use CCC's facilities must abide by the CCC's rules and policies. Any person engaged in conduct prohibited under those rules or policies shall be subject to the appropriate sanctions, including removal or arrest. Outside organizations that use CCC's facilities must also abide by the following rules:

1. Special athletic equipment may not be used in the auditorium, the gymnasium, or the cafeteria.
2. Use of swimming pools shall not be granted to outside organizations without the written approval of the college president. The organization must provide certified life guards to supervise swimmers. Proof of insurance must be provided by any organization that uses a pool.
3. No materials shall be supplied to organizations (e.g., paper, art supplies).
4. Organizations must enforce all fire, smoking, and safety regulations.
5. Admission fees may not be charged by an organization unless they are approved by the College president.
6. Kitchens may not be used by any outside organization or caterer.
7. The college reserves the right to cancel any agreement for the use of space.
8. Eating, drinking, and smoking are not permitted in theaters or auditoriums. Other activities which could cause damage to the building's equipment are not permitted on the campus. Failure to enforce these regulations may result in the immediate termination of the agreement.
9. Furniture may not be moved by organizations.
10. The City Colleges of Chicago shall not be responsible for damage to, or loss of, property brought into college buildings, nor shall it be held responsible for injuries that occur on a campus.

8.02 VEHICLE MAINTENANCE

A. Usage

1. All City College's security and maintenance vehicles must be clearly marked to indicate that they are CCC vehicles. These vehicles shall be used for business purposes. Anyone who knows of a vehicle that is being used for another purpose, shall report the incident to the president or to the Office of Finance and/or Administrative Services.

2. A driver's log must be kept in the vehicle. The following items must be listed in the log: the name of the driver, the date, the time the driver began and ended his/her shift, and the number of miles he/she traveled at the beginning of their shift and the number of miles when their shift ended.
3. Official parking is a reimbursable expense. Therefore, drivers will be responsible for paying any parking tickets that they receive. The driver's log will be used to track parking tickets back to their sources.

B. Maintenance

1. Any work that is covered by a warranty must be performed by an authorized dealer. Other work, such as tune-ups, oil changes, etc., may be done at a convenient location and with the approval of the business manager.
2. Any maintenance that must be routinely performed should be noted in the log.
3. A maintenance log should be kept in the security/plant engineering office. Entries must be made in the log whenever the vehicle is serviced. Copies of all receipts must be kept in order to prove that the services were performed.
4. A monthly vehicle-inspection report should be completed by the director, or his designee, and forwarded to the building-services coordinator.

### 8.03 DISPOSAL OF SURPLUS PROPERTY

Equipment which is no longer functional or useful may be disposed of using the following procedure:

- A. Equipment to be disposed of must be listed on an Equipment Disposal Form (Appendix 22). A description of the equipment including manufacturer and model number, CCC asset control decal number, installation or purchase date, and reason for disposal must be provided for each piece of equipment. The form is forwarded to the Finance Office for final approval before removing such equipment from CCC's fixed asset inventory system.
- B. For college equipment, the college Department Head, the college Director of Business and Operational Services, the college President and the Vice Chancellor of Finance must sign the Equipment Disposal Form. For

district office equipment, the Vice Chancellor of Finance and the Vice Chancellor with control over the equipment must approve the disposal.

- C. Equipment and/or items purchased with funds from federal, state and/or local grants shall be disposed of in accordance with the grant agreement or returned to the Grantor.
- D. Either the College President or the Vice Chancellor may recommend to the Chancellor for the Chancellor's approval, subject to Paragraph No. 3 above, one of the following recommendations:
  - 1. Public sale: Items with a fair market value of \$5,000 or greater shall be sold through a public bid process. In advance of the sale, advertisements generally describing the type of materials to be sold shall be placed in newspapers. The advertisement shall also include the time scheduled for potential bidders to examine the materials and a deadline for submission to the purchasing office of sealed bids. Bids shall be opened in public and materials sold to the highest bidder. Items for which no bids are received may be disposed of pursuant to any of the sections listed below.
  - 2. Informal Sale: Items with a fair market value of less than \$5,000 or items of little or no value and where the cost of advertising such items for sale may exceed the expected fair market value of revenue for such items may be sold by informal sale. No public advertisement is required. The Finance Office may negotiate the sales price of such items. The items shall be sold at the highest quoted amount.
  - 3. Sale to Employees, Government or Not-For-Profit Entities: Items with a fair market value of less than \$5,000 may be sold to employees or other government or not-for-profit entities.
  - 4. Scrap sale: Items which have little or no value may be sold for scrap value to dealers/buyers at a cost negotiated by the Finance Office for district office equipment, or by the college Business Manager for college equipment.
- E. In the event that such items are not sold, the items shall be disposed of pursuant to section (F) below.
- F. Disposal: Items which the Finance Office and the President or President's designee determine as having little or no scrap value may be disposed of in the appropriate waste container.

- G. The Finance Office will perform the necessary functions to remove disposed items from CCC's fixed asset inventory system.

H. EQUIPMENT DISPOSAL FORM

INVENTORY DECAL NO	BRIEF DESCRIPTION	MODEL NO.	SERIAL NO.	REASON FOR DISPOSAL

College: \_\_\_\_\_

Building: \_\_\_\_\_

## **9.00 SECURITY DEPARTMENT PROCEDURES**

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 for administrative services. 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 staffs of all such bulletins.

### **9.01 PERSONNEL STANDARDS**

- A. 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.

B. Security Directors

1. Qualifications

- a. Directors are selected by the president and report to the president, or his or her designee.

- b. Directors shall have experience in law enforcement and supervision.

2. Duties and responsibilities

- a. Oversee all security operations at the college, including electronic security
- b. Hire all security staff (subject to the approval of the president and the Board of Trustees).
- c. Implement and adhere to security policies and procedures for the district and the colleges.
- d. Schedule and monitor security postings for all shifts.
- e. Review all incident reports, initiate the required follow-up actions, and forward all required reports to the President, Vice-Chancellor for Administrative Services and the Risk Manager.
- f. Conduct investigations as necessary.
- g. Assist the police and prosecutor with all crime victims and witnesses.

C. Security Supervisors

1. Qualifications

- a. The security director selects a supervisor from among the security officers. The security director's nominee must be approved by the president.
- b. Supervisors must meet all the requirements for the position of security officer, and must also possess leadership and supervisory experience.

2. Duties and responsibilities

- a. Report to the security director or to the administrator who is in charge during the security director's absence.
- b. Supervise all security operations during each shift, and review and approve all incident reports.
- c. Provide training to security officers and aides.

#### D. Security Officers

*Officers are part-time employees and may not regularly work over 30 hours a week.*

##### 1. Qualifications

- a. Two years of experience on a state or municipal police force.
- b. Good verbal and writing skills.
- c. Knowledge of all relevant state and local criminal and civil statutes.

##### 2. Duties and Responsibilities

- a. Patrol assigned area as directed by director or supervisor.
- b. Protect and assist college students, faculty, and staff members.
- c. Enforce state and municipal laws, and the rules of the Board of Trustees.
- d. Report all incidents on an incident-report form prior to completion of the shift. In the event of an arrest, complete all forms required by state or local authorities.
- e. Respond to calls for first aid and provide assistance to sick or injured people.
- f. Carry security radios if directed to do so by the director or supervisor, and use the radios to communicate with other security staffers.

#### E. Security Aides

*Security aides are part-time employees and may not regularly work over 30 hours a week.*

##### 1. Qualifications

- a. Possess a high school diploma or its equivalent.
- b. Have good verbal and writing skills.
- c. Be at least 21.
- d. Have no record of criminal activity.

## 2. Duties and Responsibilities

- a. Aides serve as auxiliary staffers to the security department, and provide the following types of assistance:
  - i. Monitor posts inside and outside college buildings.
  - ii. Enforce parking regulations.
  - iii. Perform clerical functions.
- b. Aides may not make arrests or perform any other function related to the enforcement of laws or regulations.

## 9.02 SECURITY OPERATIONS

### A. Training

1. 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. Security radio operation.
  - e. Operation of electronic security equipment.
  - f. Emergency first aid.

### B. 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. Off duty law enforcement officers must keep any weapons they carry concealed, or place the weapons in gun lockers. Security staffers who are not off-duty law-enforcement officers shall not carry firearms.



## C. Reporting Requirements

### 1. 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 president, or his or her designee, the Risk Manager and to the district's Office of Administrative Services.
- 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 president, the Risk Manager and to the Office of Administrative Services.

## D. Property Control

1. Security should direct all persons 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 security office should retain the blue copy of all property passes.

## 9.03 ENFORCEMENT OF CRIMINAL LAWS

### A. Policy

1. It is the security department's responsibility 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 promptly report all violations of the law that occur at the City Colleges to the security department.

## B. Responding to a Report of a Crime

1. Once security has 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 college grounds. If personnel refuse to cooperate, the president should be informed and disciplinary action may be taken.
2. The security director 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.
  - c. 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 do the following:
  - a. Obtain prior approval from the security director.
  - b. Complete a court-appearance report and send a copy of it to the 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 director of security can terminate the investigation of an incident that occurred on the campus.

#### 9.04 RESPONDING TO SICK OR INJURED PERSONS

##### A. Policy

1. Although security does not have medical training or expertise, the department is expected to obtain emergency medical care for injured persons and, if possible, prevent further injury.
2. The security office should immediately notify the City of Chicago's Office of Emergency Management and Communication (911 Center) for ambulance service if the person's illness or injury appears to be serious. The 911 Center should also be notified if the person requests the security office to do so. The security office should then dispatch a security staff member to the building entrance to meet the ambulance, and escort the emergency medical staff to the location of the sick or injured person.
3. A security officer should remain with the sick or injured person until the paramedics remove the person from the college.
4. The incident report completed by the officer 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.

5. If it is possible to do so, the officer should notify the sick person's family. If relatives are notified, this information should be documented in the incident report.
6. Those people trained in the use of Automatic Electronic Defibrillators (AEDs) shall be notified to respond to the scene of the emergency. The name of the individual responding shall be documented in the incident report.

#### 9.05 ENFORCEMENT OF PARKING REGULATIONS

##### A. Policy

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 ticketed with 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 a Chicago Police Department beat car 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. The college 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 why the vehicle was towed, the location from which it was taken, whether the owner was notified, and the name and location of the towing company.

#### 9.06 RESPONDING TO AN EMERGENCY

##### A. Emergency Response Procedures.

All Security Personnel must be familiar with the Emergency Response and evacuation procedures adopted by the College or facility to which they are assigned in accordance with Section 10.00 of this Manual. A copy of the Evacuation Plan and blueprints of the building shall be kept at the main security desk for use by the responding emergency teams.

##### B. Reporting a Fire

1. After a person reports a fire on the college campus, security should immediately take the following action:
  - a. Activate the building's fire alarm.
  - b. Call the 911 Center to report the nature and location of the reported fire.
  - c. Dispatch a security officer and an engineer to the location of the alleged fire to determine whether there is any evidence of one.
  - d. Follow the college's emergency evacuation procedure to evacuate the building.
  - e. A security officer shall be dispatched to the door where the fire department will arrive, and direct the fire fighters to the fire.
  - f. The security supervisor shall obtain the name of the ranking on-the-scene fire department official, the truck and engine numbers, the fire fighter's time of arrival, and the time when the fire is extinguished.
2. If the fire activated an automatic alarm, the following steps should be taken:
  - a. All security personnel shall follow the Evacuation Plan and evacuate the building of students, staff, faculty, and visitors.
  - b. A security officer should be dispatched to the door where the fire department will arrive, and direct the fire fighters to the fire.

- c. The security supervisor should obtain the name of the ranking on-the-scene fire-department official, the truck and engine numbers, the fire fighter's time of arrival, and the time when the fire is extinguished.

### C. Bomb Threats

1. If a bomb threat is received over the telephone, the person who answers the phone should write down the caller's exact words and try to obtain the following information.
  - a. The date and the time of the call.
  - b. The number called, any extension requested, and the name of the person with whom the caller wished to speak.
  - c. When and where the alleged bomb will be detonated.
  - d. The size of the alleged bomb.
  - e. The sex, the age, and any accent of caller.
  - f. The reason why the bomb was planted.
  - g. The name of any organization to which the caller belongs.
2. Written bomb threats should immediately be given to security. Use every attempt to limit the number of people handling the bomb threat.
3. The person receiving the threat should notify the security supervisor immediately. The Chicago Police Department should be notified thereafter by the security supervisor.
4. The president or the on-duty administrator should be notified of the threat. Security should then notify the vice-chancellor of Administrative Services, and the Chancellor.
5. Once a bomb is located on the premises, only the president or the on-duty administrator may authorize the building's evacuation.
6. All radio activity should cease.
7. The building should be evacuated.
8. If a bomb is found, the police and fire departments should be notified immediately.
9. The security supervisor shall obtain the name of the ranking on-the-scene police and fire department officials, the truck and engine numbers, the police and fire fighter's time of arrival, and the time when the bomb threat is concluded.

## 9.07 IDENTIFICATION CARDS

### A. Students

1. The security office, or any other office designated by the college's president, shall provide all registered students with a college identification card. Lost identification cards may be replaced for a fee of \$5.00-\$10.00.
2. All fees are payable to the college's business office. Any changes that are made on identification cards require a \$5-\$10 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. Identification cards must be displayed by students, faculty and staffers at all times while they are on the college campus.

## 10.00 EMERGENCY RESPONSE PROCEDURES

### 10.01 REPORTING FIRES AND OTHER BUILDING EMERGENCIES

Security should immediately be notified if there is any threat to persons 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 pulling any fire alarm.

### 10.02 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 president should be notified. If the president is not available, the College's vice president should be notified.
- B. If the vice president is not available, the College's business manager should be notified.

- C. The vice chancellor for administrative services should be notified. If the problem threatens the safety of persons, or threatens serious damage to the building, the chancellor should be notified.

The Office of Administrative Services will regularly provide an up-to-date list of the home telephone numbers of all the aforementioned employees.

#### 10.03 NOTIFICATION OF INCIDENTS ON CAMPUS

In case of an incident on a college campus involving a death, a serious injury, or a serious crime, the following actions should be taken:

- A. The Office of the Chancellor and Administrative Services shall be notified.
- B. The Marketing/Public Relations Department should be notified, and all press inquiries referred to that department.

#### 10.04 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 Administrative Services shall be notified along with the Marketing/Public Relations Department. The Marketing/Public Relations Department shall notify media of college closings through the Emergency Closing Center at the Tribune Radio Network, and through other appropriate media outlets. The chancellor will notify the chairman of the Board of Trustees about the closing of any campus.

#### 10.05 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 local 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 knows what to do if an emergency occurs. An updated copy of each college's evacuation plan should be submitted by February 1 of each year to the District Office of Administrative Services. A copy of the Evacuation Plan and floor plans for the college shall be kept in the main security office for use by emergency personnel.



#### 10.06 FIRST AID

If a person requires emergency medical care, security should be notified immediately. Security will contact the 911 Center.