

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Board of Trustees Meeting

January 18, 2011

Robert J. Rimington Board Room (H-228)

Highland Community College Student/Conference Center

Freeport, Illinois

3:00 p.m. Dedication of the Charles Endress Lecture Hall

4:00 p.m. Regular Meeting

I. Call to Order/Roll Call

II. Approval of Agenda

III. Approval of Minutes: December 1, 2010 Board Retreat
December 6, 2010 Special Meeting
December 21, 2010 Regular Meeting

IV. Public Comments

V. Introductions

VI. Foundation Report

VII. CLOSED SESSION

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives
- C. Probable, Imminent or Pending Litigation

VIII. ACTION, IF NECESSARY

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives
- C. Probable, Imminent or Pending Litigation

IX. Consent Items

A. Academic (None)

B. Administration

- 1. Board Meeting Schedule (Page 1)
- 2. 2011 – 2014 Calendar (Page 2)

- C. Personnel
 - 1. Appointment: Nursing Instructor (Page 8)
 - 2. New Job Description: Director of Special Projects and Grant Research (Page 9)
- D. Financial (None)
- X. Main Motions
 - A. Academic (None)
 - B. Administration
 - 1. Addendum to Security Contract (Page 12)
 - 2. Vending Services Agreement (Page 21)
 - C. Personnel
 - 1. Seniority Lists (Page 30)
 - 2. Sabbatical Leave: Sam Fiorenza (Page 37)
 - D. Financial
 - 1. Approval of Bid: 2011 Paper Supply (Page 38)
 - 2. Payment of Bills and Agency Fund Report (Page 40)
- XI. Reports
 - A. Treasurer's Report: Statements of Revenue, Expenditures and Changes in the Fund Balance (Page 42)
 - B. Student Senate
 - C. Student Trustee
 - D. ICCTA Representative
 - E. Administration
- XII. Old Business
- XIII. New Business
 - A. Appoint Trustees to Review Closed Session Minutes
- XIV. Dates of Importance
 - A. Next Regular Board Meeting – February 22, 2011 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228) in the Highland Community College Student/Conference Center
 - B. Next Quarterly Board Retreat – March 2, 2011 at 8:30 a.m. in room H-206 in the Highland Community College Student/Conference Center (breakfast available at 8:00 a.m.)
- XV. Adjournment

Highland Community College
Board Retreat
December 1, 2011
Highland Community College Student/Conference Center
Room H-206
Freeport, Illinois

ROLL CALL/CALL TO ORDER

Mr. Shockey called the meeting to order at 8:31 a.m.

Members Present: Mr. Steve Kroeger, Mrs. Maurita Scharman, Mrs. Diane Gallagher, Mr. David Shockey, Mr. Rob Urish, Mr. Doug Block, Mr. Jim Endress, and Mr. Dan Dick (departed 9:36 a.m.; returned 10:55 a.m.)

Members Absent: None

Guests Present: Mr. Mike Monaghan, Illinois Community College Trustees Association (departed 10:42 a.m.)

Also Present: Dr. Joe Kanosky, President; Dr. Jeff Davidson, Vice President, Academic Services (departed 8:35 a.m.; returned 11:00 a.m.); Ms. Jill Janssen, Vice President, Administrative Services (departed 8:35 a.m.; returned 11:00 a.m.); Ms. Liz Gerber, Associate Vice President, Student Services (departed 8:35 a.m.; returned 11:00 a.m.); Rose Ferguson, Associate Vice President, Human Resources (departed 8:35 a.m.; returned 11:00 a.m.); and Ms. Terri Grimes, Board Secretary

OPENING REMARKS

Mr. Shockey welcomed Mr. Mike Monaghan, President and CEO of the Illinois Community College Trustees Association. He also expressed his sympathies to Mr. Urish on the passing of Mr. Urish's father, Mr. Bob Urish, a friend of the College and former trustee.

Dr. Kanosky stated that we are nearly upon finals week. The Student Senate is sponsoring a Battle of the Bands tonight, and a basketball tournament will be held on campus this weekend. The Fine Arts department is also presenting two performances of "The Messiah" this Saturday.

CLOSED SESSION

Mr. Urish moved and Mrs. Scharman seconded the motion to move into Closed Session for the purposes of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees; collective negotiating matters between the public body and its employees or their representatives; and self-evaluation, practices and procedures or professional

ethics, when meeting with a representative of a statewide association of which the public body is a member, pursuant to the Open Meetings Act, and to return to Open Session for action. The roll call on the motion was as follows:

AYES: Scharman, Gallagher, Shockey, Urish, Block, Endress, Kroeger, Dick
NAYS: None

At 8:35 a.m., the Chairperson declared the motion carried and the meeting in Closed Session.

At 10:55 a.m., the Chairperson declared a recess; at 11:00 a.m., the meeting resumed in Closed Session.

Mr. Kroeger moved and Mr. Dick seconded the motion to end the Closed Session. The roll call on the motion was as follows:

AYES: Gallagher, Shockey, Urish, Block, Endress, Kroeger, Scharman, Dick
NAYS: None

At 11:31 a.m., the Chairperson declared the motion carried and the Closed Session ended.

ACTION, IF NECESSARY: PERSONNEL

Mr. Kroeger moved and Mrs. Gallagher seconded the motion to approve a FY'11 salary increase for eligible administrative, professional and non-union classified staff of up to 1.5% retroactive to July 1, 2010. The roll call on the motion was as follows:

AYES: Shockey, Urish, Block, Endress, Kroeger, Scharman, Gallagher, Dick
NAYS: None

Whereupon the Chairperson declared the motion carried.

ADMINISTRATIVE UPDATES

Dr. Kanosky announced that the Mission and Vision will be reviewed at a future Board meeting.

The Foundation has taken possession of the McNess property on Demeter Drive in Freeport. The Foundation would like the maintenance staff to walk through the home a couple times per week and plow the snow. It is believed that it will cost \$30,000 per year in upkeep.

ENROLLMENT (Handout #1)

Ms. Gerber reviewed the enrollment report, noting that head count and credit hours for Spring are up 4.6% and 8% from last spring, respectively. The next Express Registration is scheduled for December 7. She noted that more students are taking loans to pay for college.

CareerFocus is listed as one of the influencing factors for freshmen attending Highland, however, older adults don't believe there is anything in it for them, so some changes will be made to the publication in the future to address this issue.

VARIABLE TUITION (Handout #2)

Ms. Janssen reported that in researching this issue, she found that variable tuition applies to a program as a whole. She noted that the maximum enrollment for the LPN, LPN to ADN, and ADN programs are dependent on the number of clinical sites, while the maximum enrollment for the wind turbine technician training program is dependent on the number of instructors available. She noted that many of our programs have substantial fees, such as cosmetology and auto body. She will continue to look at variable tuition but will likely not be able to make a determination by January when the Board will look at tuition.

FIVE-YEAR FINANCIAL PLAN (Handouts #3 and #4)

Ms. Janssen reviewed the plan, noting that she is in the final phase of working with department heads on the needs in their areas, so additional information will be added to this report, once all the information is gathered.

ICCTA DIVERSITY COMMITTEE SURVEY (Handout #5)

Mrs. Gallagher stated that the college has been asked by ICCTA to rank its diversity culture on a rating scale, choosing either tolerance, accepting, or valuing. Dr. Kanosky stated that he believes we are at least at the "accepting" level currently.

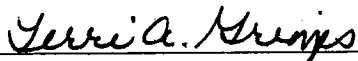
Ms. Gerber noted that we making a conscious effort to recruit minority student workers into more visible roles. Dr. Kanosky reported that the "Diversity at Its Best" fundraiser was well attended, and the group is working with Student Senate on a Valentine's dance. Mrs. Gallagher will report back to ICCTA that Highland's diversity culture is in the middle on the rating scale.

NEW BUSINESS

- **Disk Golf Course**
Dr. Kanosky announced that he has been approached by Denny Garkey to place a disk golf course on the Highland campus. This may be a good use of unused property. Student Senate had an interest in it. Mr. Dick stated that the money raised by Student Senate from the Battle of the Bands tonight may go toward the cost of the course. Student Activities is also looking at things to do on campus.
- **AQIP Systems Portfolio (Handout #6)**
The AQIP systems portfolio has been submitted and we should receive feedback in early spring. Dr. Davidson handed out a copy of the document.

ADJOURNMENT

Mr. Urish moved and Mr. Dick seconded the motion to adjourn the meeting. At 12:20 p.m., there being no further business, the Chairperson declared the motion carried and the meeting adjourned.



Terri A. Grimes, Board Secretary
Illinois Community College District No. 519

SPECIAL BOARD MEETING
BOARD OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 519
Counties of Stephenson, Ogle, Jo Daviess and Carroll

CALL TO ORDER

A Special Meeting of the Board of Illinois Community College District No. 519 was called to order by Mr. David Shockey, Chairperson, at 4:00 p.m. on December 6, 2010 in the Robert J. Rimington Board Room in the Highland Community College Student/Conference Center, 2998 West Pearl City Road, Freeport, Illinois in said district.

ROLL CALL

The following members were present: Mr. Steve Kroeger, Mrs. Maurita Scharman, Mrs. Diane Gallagher (arrived 4:03 p.m.), Mr. David Shockey, Mr. Rob Urish, Mr. Doug Block, Mr. Jim Endress, and Mr. Dan Dick

The following members were absent: None

Also present: Dr. Joe Kanosky, President; Dr. Jeff Davidson, Vice President, Academic Services (arrived 4:20 p.m.); Ms. Rose Ferguson, Associate Vice President, Human Resources; Ms. Liz Gerber, Associate Vice President, Student Services; Mr. Steve Mihina, Faculty (departed 4:02 p.m.; returned 4:30 p.m.); Mr. Pete Willging, Director, Marketing & Community Relations (arrived 4:30 p.m.); and Ms. Terri Grimes, Board Secretary.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

Mr. Urish moved and Mr. Kroeger seconded the motion to move into Closed Session for the purposes of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees, and collective negotiating matters between the public body and its employees or their representatives, and to return to Open Session for possible action. The roll call on the motion was as follows:

AYES: Scharman, Shockey, Urish, Block, Endress, Kroeger, Dick
NAYS: None

At 4:02 p.m., the Chairperson declared the motion carried and the meeting in Closed Session.

Mr. Kroeger moved and Mr. Endress seconded the motion to end the Closed Session. The roll call on the motion was as follows:

AYES: Gallagher, Shockey, Urish, Block, Endress, Kroeger, Scharman, Dick
 NAYS: None

At 4:30 p.m., the Chairperson declared the motion carried and the Closed Session ended.

ACTION, IF NECESSARY – PERSONNEL

1. Appointment: Vice President, Academic Services

Recommendation: That the Board of Trustees approve the appointment of Mr. Timothy L. Hood as Vice President, Academic Services at an FY'11 salary of \$102,500 plus appropriate fringe benefits and a moving expense allowance of up to \$5,000. Mr. Hood will be on campus for the January 6 and 7, 2011 Opening Days activities and will begin full-time employment on Tuesday, January 18, 2011. The roll call on the motion was as follows:

AYES: Shockey, Urish, Block, Endress, Kroeger, Scharman, Gallagher, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

2. Part-time Instructor Reimbursement Rates

Recommendation: That the Board of Trustees approve the following part-time instructor salary rates effective starting in the Spring 2011 semester.

Part-time Instructors:

	<u>Current Rate</u>	<u>1.5% Increase</u>	<u>Proposed New Rate</u>
Less than MA:	\$429.04	\$ 6.44	\$435.48
MA (or more):	\$481.25	\$ 7.22	\$488.47

A merit increment of \$15 per contact hour over salary rate is available when the following qualifications are met:

- a) Recommendation of dean.
- b) Four or more previous semesters of service.
- c) A satisfactory evaluation is on file.

Community Education Part-time Lecturers:

	<u>Current Rate</u>	<u>1.5% Increase</u>	<u>Proposed New Rate</u>
Per clock hour	\$23.05	\$0.35	\$23.40

Adult Education Part-time Lecturers:

Up to 1.5% percent increase in hourly rate used for Fall 2010 semester depending on availability of grant dollars.

The roll call on the motion was as follows:

AYES: Urish, Block, Endress, Kroeger, Scharman, Gallagher, Shockey, Dick
NAYS: None

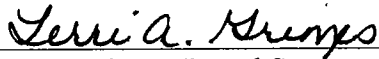
Whereupon the Chairperson declared the motion carried.

NEW BUSINESS

Dr. Kanosky announced that he received a letter from the Village of Stockton regarding an interagency agreement between the Village, Stockton School District, and Highland. Due to the agreement, the College will receive reimbursement of approximately \$3,000.

ADJOURNMENT

Mr. Block moved and Mr. Dick seconded the motion to adjourn the meeting. At 4:35 p.m., there being no further business, the Chairperson declared the motion carried and the meeting adjourned.



Terri A. Grimes, Board Secretary
Illinois Community College District No. 519

REGULAR MEETING
BOARD OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 519
Counties of Stephenson, Ogle, Jo Daviess and Carroll

CALL TO ORDER

The regular meeting of the Board of Illinois Community College District No. 519 was called to order by Mr. David D. Shockey, Chairperson, at 4:00 p.m. on December 21, 2010 in the Robert J. Rimington Board Room (room H-228) in the Highland Community College Student/Conference Center, 2998 West Pearl City Road, Freeport, Illinois in said district.

ROLL CALL

The following members were present: Mr. Steve Kroeger, Mrs. Diane Gallagher, Mr. David Shockey, Mr. Rob Urish, and Mr. Daniel Dick.

The following members were absent: Mrs. Maurita Scharman, Mr. Doug Block, and Mr. Jim Endress.

Also present: Dr. Joe Kanosky, President; Dr. Jeff Davidson, Vice President, Academic Services; Ms. Jill Janssen, Vice President, Administrative Services; Ms. Liz Gerber, Associate Vice President, Student Services; Ms. Rose Ferguson, Associate Vice President, Human Resources; Mr. Pete Willging, Director, Marketing & Community Relations (departed 5:17 p.m.; returned 5:42 p.m.); Mr. Scott Anderson, Dean, Business & Technology (departed 4:12 p.m.); Mr. Steve Minina, Faculty (departed 5:17 p.m.); Mr. Kurt Simpson, Director, Physical Plant & Maintenance (departed 4:18 p.m.); Ms. Sandy Dunmore, Financial Aid Specialist II (departed 4:05 p.m.); Ms. Kathy Bangasser, Director, Financial Aid (departed 4:05 p.m.); Ms. Jocelynn Boggess-Lenoir, Cafeteria Manager (departed 4:05 p.m.); Mr. Brad Hart, Big Radio (arrived 5:42 p.m.); and Ms. Terri Grimes, Board Secretary.

MOMENT OF SILENCE IN HONOR OF FORMER TRUSTEE BOB URISH

Mr. Shockey asked for a moment of silence in honor of Mr. Bob Urish, former trustee and father of current trustee Mr. Rob Urish. Mr. Urish stated that his father loved the college, loved people, and that his father's 10 years of service on the Board of Trustees was a wonderful experience.

APPROVAL OF AGENDA

Mr. Kroeger moved and Mr. Urish seconded motion to approve the agenda, as presented. The vote being unanimous, the motion carried.

APPROVAL OF MINUTES

Mrs. Gallagher moved and Mr. Dick seconded the motion to approve the minutes of the November 16, 2010 regular meeting, as presented. The vote being unanimous, the motion carried.

PUBLIC COMMENTS

There were no public comments.

INTRODUCTIONS

Ms. Kathy Bangasser introduced Ms. Sandy Dunmore, Financial Aid Specialist II, and Ms. Jill Janssen introduced Ms. Jocelynn Boggess-Lenoir, Cafeteria Manager.

FOUNDATION REPORT

There was no report. Dr. Kanosky stated that the Foundation has been getting lots of donations in response to their annual fund solicitation.

CONSENT ITEMS

There were no consent items.

MAIN MOTIONS**A. Academic**

1. New Degree: Equine Science Associate of Applied Science

Mr. Urish moved and Mrs. Gallagher seconded the motion to approve a new Equine Science Associate of Applied Science Degree, as presented. The roll call on the motion was as follows:

AYES: Gallagher, Shockey, Urish, Endress, Kroeger, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

B. Administration

1. Submission of Revised Facility Master Plan for New Greenhouse

Mr. Kroeger moved and Mr. Urish seconded the motion to approve the submission to the Illinois Community College Board of an update to the Facility Master Plan to reflect the plans for the construction of a greenhouse. The roll call on the motion was as follows:

AYES: Shockey, Urish, Kroeger, Gallagher, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

2. First Reading: Policy Manual Chapter III – Student

Mr. Urish moved and Mr. Dick seconded the motion to approve for first reading the new and revised policies in Chapter III of the Policy Manual and reaffirm for first reading the unchanged policies in Chapter III of the Policy Manual, as presented. The roll call on the motion was as follows:

AYES: Urish, Kroeger, Gallagher, Shockey, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

3. First Reading: Revised Policy – Evaluation of Instruction

Mr. Kroeger moved and Mr. Urish seconded the motion to approve for first reading the revisions to Policy 4.35 – Evaluation of Instruction, as presented. The roll call on the motion was as follows:

AYES: Kroeger, Gallagher, Shockey, Urish, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

4. First Reading: Revised Policy – Grades

Mrs. Gallagher moved and Mr. Urish seconded the motion to approve for first reading the revisions to Policy 3.05 – Grades, as presented. The roll call on the motion was as follows:

AYES: Gallagher, Shockey, Urish, Kroeger, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

C. Personnel

1. Revised Job Descriptions: Nursing/Allied Health Programs Learning Specialist, Coordinator of Training, Coordinator of Instructional Technology, and Coordinator of Accounting

Mr. Urish moved and Mrs. Gallagher seconded the motion to approve the revised job description for Nursing/Allied Health Programs Coordinator and Learning Specialist (exempt professional) with a salary change, as presented. The recommended change in salary would be effective retroactive to November 1, 2010. It is also recommended that the Board approve the revised job description for Coordinator of Training with a job title change to Coordinator of Business Training and with a placement change on the Highland Salary Range Table of Range 40. Job description changes for Coordinator of Instructional Technology and Coordinator of Accounting are also recommended for approval. The roll call on the motion was as follows:

AYES: Shockey, Urish, Kroeger, Gallagher, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

2. Appointment: Chemistry Instructor

Mrs. Gallagher moved and Mr. Dick seconded the motion to approve the appointment of Mr. Brendan Dutmer as full-time chemistry instructor in the Natural Science and Mathematics division beginning January 6, 2011 at an FY'11 salary of \$61,908 plus appropriate fringe benefits. Since Dr. Dutmer will start Spring semester, his salary for FY'11 will be \$30,954 and is within the FY'11 budget. This is a full-time faculty position. This appointment and hire is necessary due to the termination of a part-time chemistry instructor and to assure adequate coverage and allocation of chemistry courses offered. The roll call on the motion was as follows:

AYES: Urish, Kroeger, Gallagher, Shockey, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried.

D. Financial

1. Payment of Bills and Agency Fund Report

Mr. Kroeger moved and Mr. Urish seconded the motion to approve the Resolution authorizing and directing Ms. Jill Janssen, Treasurer, to make payment and to transfer funds for November 2010 bills in the amount of \$853,365.93, Automated Clearing House (ACH) debits of \$185,184.49 and Electronic Refunds of \$17,712.00 with 9 adjustments of \$6,755.53, such warrants amounting to \$1,049,506.89. Transfers of funds for payroll amounted to \$653,374.33. The roll call on the motion was as follows:

AYES: Kroeger, Gallagher, Shockey, Urish, Dick
 NAYS: None

Whereupon the Chairperson declared the motion carried and the Resolution adopted.

REPORTS

Treasurer's Report and Statements of Revenue, Expenditures and Changes in the Fund Balance

Ms. Janssen reported that we have received payment from ICCB for July, but Ms. Ellen Andres, ICCB Chief Financial Officer, stated that we should not expect that we would receive many more payments from ICCB for FY'11. We should expect to receive the payments in FY'12.

Bookstore and Textbook Rental

The Board went downstairs to the Bookstore, where Ms. Madonna Keeney, Bookstore Manager, provided an overview of the services. She stated that she believes the main mission of the bookstore is to “serve the students, the faculty and the staff who are our main stakeholders.” She stated that she wants the bookstore to be a “viable, profitable, student-friendly place to shop,” and in order to accomplish this goal, she has set a low mark-up on new books, offering used books as often as possible. The bookstore staff have also implemented a new textbook rental program, starting with eight titles that are used every semester. Ms. Keeney and her staff pride themselves on the things the bookstore does strictly as a service. Over the past one and one-half years, the bookstore has sold over 650 Pretzel City bus passes, and is currently the only place to purchase these passes.

Student Trustee

Mr. Dick announced that Student Senate sponsored “Pizza With the President” recently. The new pep band is moving forward and will begin playing at basketball games in January. Next month Student Senate will make a presentation to the Board, which will be an opportunity for trustees to get to know the Student Senate members. Student Senate will also hold a retreat the beginning of January.

ICCTA Representative

Mrs. Gallagher stated that ICCTA has not met since our last Board meeting. The National Legislative Summit will be held February 13 – 16, 2011 in Washington, DC, and the next ICCTA meeting will be March 11 – 12, 2011 in the Chicago suburbs.

Administration

Ms. Gerber reported that only one bid was submitted for our paper supply, and it did not meet specifications, so we will be rebidding. The bid for the paper supply should be presented to the Board for approval at the January regular meeting.

Ms. Ferguson stated that a nursing instructor has accepted our offer of employment and the recommendation will be presented to the Board for approval at the January meeting.

Ms. Janssen relayed that, as part of the financial aid process, there are certain requirements that students need to meet in order to keep their financial aid. Currently one-half have not made progress, 150 have had their financial aid terminated, 149 are on probation, and 80 are close to probation. Students earn financial aid for 150% of the hours it takes to achieve their certificate or degree. They must maintain a minimum GPA and must complete 67% of the classes they are enrolled in each semester.

Ms. Grimes reported that four candidates have submitted nominating petitions for placement on the April 5, 2011 ballot, including Mr. Kroeger, Mr. Block, Mr. Steve Jennings and Ms. Whitney Zumdahl. Since two candidates filed simultaneously on the first day of filing, we held a lottery this morning to determine ballot placement of those two candidates. Mr. Jennings' name will be listed first on the ballot, followed by Mr. Kroeger, Mr. Block, and Ms. Zumdahl. Due to the college closing for the holiday break, the period to file objections to the nominating petitions will be December 22 and 23, 2010 and January 4, 5 and 6, 2011.

Dr. Kanosky stated that the Madrigal Dinner held on December 10 and 11 was excellent, and he has received many positive comments. He has also received positive comments on the electronic holiday cards he sent, which were developed by students in Mr. Sam Tucibat's graphic design class.

OLD BUSINESS

There was no old business.

CLOSED SESSION

Mr. Urish moved and Mr. Kroeger seconded the motion to move into Closed Session for the purposes of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees, collective negotiating matters between the public body and its employees or their representatives, and the semi-annual review of all closed session minutes and tapes, pursuant to the Open Meetings Act, and to return to Open Session for possible action. The roll call on the motion was as follows:

AYES: Gallagher, Shockey, Urish, Kroeger, Dick
 NAYS: None

At 5:17 p.m., the Chairperson declared the motion carried and the meeting in Closed Session.

Mr. Kroeger moved and Mr. Urish seconded the motion to end the Closed Session. The roll call on the motion was as follows:

AYES: Shockey, Urish, Kroeger, Gallagher, Dick
 NAYS: None

At 5:42 p.m., the Chairperson declared the motion carried and the meeting in Open Session.

ACTION, IF NECESSARY

A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees

No action was necessary.

B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives

No action was necessary.

C. Semiannual Review of All Closed Session Minutes and Tapes

Mr. Urish moved and Mrs. Gallagher seconded the motion that the minutes of the July 23, 2008 and June 2, 2010 Audit Committee meetings no longer require confidential treatment and that they be made available for public inspection, and that the verbatim audio recordings of the Closed Sessions of December 16, 2008; January 13, 2009; January 20, 2009; February 24, 2009; March 4, 2009; March 24, 2009; April 29, 2009; May 19, 2009; June 3, 2009; and June 16, 2009 may now be destroyed. The roll call on the motion was as follows:

AYES: Urish, Kroeger, Gallagher, Shockey, Dick
NAYS: None

Whereupon the Chairperson declared the motion carried.

NEW BUSINESS

There was no new business.

DATES OF IMPORTANCE

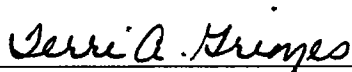
The next regular meeting of the Board of Trustees will be held on Tuesday, January 18, 2011 at 4:00 p.m. in the Robert J. Rimington Board Room in the Student/Conference Center on the Highland campus. The next quarterly Board Retreat will be held on March 2, 2011 at 8:30 a.m. in room H-206 on the Highland Community College campus.

Dr. Kanosky announced that the College will host the Freeport Area Chamber of Commerce's Business After Hours on Thursday, February 17, 2011 in the new nursing wing, and the Chamber's Rise 'n Shine Breakfast on Wednesday, March 2, 2011, immediately preceding the Board's quarterly retreat.

ADJOURNMENT

Mr. Urish moved and Mrs. Gallagher seconded the motion to adjourn the meeting. At 5:45 p.m., there being no further business, the Chairperson declared the motion carried and the meeting adjourned.

Respectfully submitted,



Terri A. Grimes, Board Secretary
Illinois Community College District No. 519

**AGENDA ITEM #IX-B-1
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE**

BOARD MEETING SCHEDULE

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the list of regular meeting dates for the period of January through April 2011. It is further recommended that the February 2011 and April 2011 meetings be changed to the fourth Tuesdays of the month (February 22, 2011 and April 26, 2011).

The regular meeting dates through April 2011 are as follows:

January 18, 2011
February 22, 2011 (fourth Tuesday)
March 15, 2011
April 26, 2011 (fourth Tuesday)

BACKGROUND: The Public Community College Act (110 ILCS 805/3-8) provides that at the organizational meeting of the board, the board "... shall fix a time and place for its regular meetings." At the April 29, 2009 organizational meeting, the Board set the regular meeting date and time as the third Tuesday of the month at 4:00 p.m. in the Robert J. Rimington Board Room (room H-228) in the Student/Conference Center on the Highland Community College campus in Freeport, Illinois. The Act also requires that "public notice of the schedule of regular meetings for the next calendar year, as set at the organizational meeting, must be given at the beginning of that calendar year." Notice of the schedule of meetings will be sent to area media, as required by law. At the next organizational meeting of the Board in April 2011, the Board will set the date, time and location of the regular meetings for the rest of the calendar year.

The February 2011 meeting is being moved one week later due to a schedule conflict with the dates of the ACCT National Legislative Summit. The April 2011 meeting is being moved one week later in order for the Board to hold its organizational meeting following the April 5, 2011 Consolidated Election.

BOARD ACTION: _____

**AGENDA ITEM #IX-B-2
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

2011 – 2014 CALENDAR

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the 2011-2014 calendar.

BACKGROUND: The proposed calendar is reviewed by the Cabinet and is communicated to the president of the Faculty Senate for input. This calendar is included in the 2011-2014 catalog.

BOARD ACTION: _____

Academic Calendar 2011 – 2014

Spring 2011

October 18, 2010 - January 7, 2011	Registration for Spring, 2011
January 3	Holiday • New Year's Day Observed
January 6	Faculty returns to campus
January 10	Classes begin
January 10-14	Class changes permitted
January 17	Holiday • Martin Luther King, Jr. Birthday
January 24	Last day to drop for 16 week classes, no record/refund
February 11	Holiday • Lincoln's Birthday Observed
March 4	Midterm
March 21 - 25	Academic Holidays • Spring vacation
April 18, 2011 - August 12, 2011	Registration for Fall, 2011
April 22	Last day to withdraw "W"
May 5, 6, 9, 10, 11	Final exams
May 13	End of Spring term
May 14	Commencement
May 14	Final Day instructors

Pre-Summer Session 2011

May 16	Classes begin, Last day to drop, no record/refund
May 30	Holiday • Memorial Day
June 2	End of session

Summer 2011

December 13, 2010 - June 2, 2011	Registration for Summer, 2011
June 6	Classes begin
June 6-8	Class changes permitted
June 9	Last day to drop for 8 week classes, no record/refund
June 30	Midterm
July 4	Holiday • Fourth of July
July 21	Last day to withdraw "W"
July 28	End of Summer session

Fall 2011

April 18, 2011 - August 12, 2011	Registration for Fall, 2011
August 11	Faculty returns to campus
August 15	Classes begin
August 15 -19	Class changes permitted
August 26	Last day to drop for 16 week classes, no record/refund
September 5	Holiday • Labor Day
October 7	Midterm
October 10	Holiday • Columbus Day

October 24, 2011 - January 13, 2012	Registration for Spring, 2012
November 18	Last day to withdraw "W"
November 24 & 25	Holiday • Thanksgiving
December 12, 2011 - June 7, 2012	Registration for Summer, 2012
December 5-9	Final exams
December 9	End of Fall term
December 22, 23	Holidays
December 26 - 30	Campus Closed

Spring 2012

October 24, 2011 - January 13, 2012	Registration for Spring, 2012
January 2	Holiday • New Year's Day Observed
January 12	Faculty returns to campus
January 16	Holiday • Martin Luther King, Jr. Birthday
January 17	Classes begin
January 17-23	Class changes permitted
January 30	Last day to drop for 16 week classes, no record/refund
February 13	Holiday • Lincoln's Birthday Observed
March 9	Midterm
March 19 - 23	Academic Holidays • Spring vacation
April 16, 2012 - August 17, 2012	Registration for Fall, 2012
April 27	Last day to withdraw "W"
May 10, 11, 14, 15, & 16	Final exams
May 18	End of Spring term
May 19	Commencement
May 19	Final Day instructors

Pre-Summer Session 2012

May 21	Classes begin, Last day to drop, no record/refund
May 28	Holiday • Memorial Day
June 7	End of Session

Summer 2012

December 12, 2011 - June 7, 2012	Registration for Summer, 2012
June 11	Classes begin
June 11-13	Class changes permitted
June 14	Last day to drop for 8 week sessions, no record/refund
July 4	Holiday • Fourth of July
July 5	Midterm
July 26	Last day to withdraw "W"
August 2	End of Summer session

Fall 2012

April 16, 2012 - August 17, 2012.....	Registration for Fall, 2012
August 16	Faculty returns to campus
August 20	Classes begin
August 20-24	Class changes permitted
August 31	Last day to drop for 16 week classes, no record/refund
September 3.....	Holiday • Labor Day
October 12	Midterm
October 8	Holiday • Columbus Day
October 22, 2012 - January 11, 2013	Registration for Spring, 2013
November 12	Last day to withdraw "W"
November 22 & 23	Holiday • Thanksgiving
December 17, 2012 - June 7, 2013	Registration for Summer, 2013
December 10 - 14	Final exams
December 14	End of Fall term
December 24, 25	Holidays
December 26 – January 1, 2013	Campus Closed

Spring 2013

October 22, 2012 - January 11, 2013	Registration for Spring, 2013
January 1	Holiday • New Year's Observed
January 10	Faculty returns to campus
January 14	Classes begin
January 14 - 18	Class changes permitted
January 21	Holiday • Martin Luther King, Jr. Birthday
January 28	Last day to drop for 16 week classes, no record/refund
February 12	Holiday • Lincoln's Birthday
March 8	Midterm
March 18 - 22	Academic Holidays • Spring vacation
April 15, 2013 - August 16, 2013	Registration for Fall, 2013
April 26	Last day to withdraw "W"
May 9, 10, 13, 14, & 15	Final exams
May 17	End of Spring term
May 18	Commencement
May 18	Final Day instructors

Pre-Summer Session 2013

May 20	Classes begin, Last day to drop, no record/refund
May 27	Holiday • Memorial Day
June 6	End of session

Summer 2013

December 17, 2012 - June 7, 2013	Registration for Summer, 2013
June 10	Classes begin
June 10-12	Class changes permitted
June 13	Last day to drop for 8 week classes, no record/refund
July 3	Midterm
July 4	Holiday • Fourth of July
July 25	Last day to withdraw "W"
August 1	End of Summer session

Fall 2013

April 15, 2013 - August 16, 2013	Registration for Fall, 2013
August 15	Faculty returns to campus
August 19	Classes begin
August 19 - 23	Class changes permitted
August 30	Last day to drop for 16 week classes, no record/refund
September 2	Holiday • Labor Day
October 11	Midterm
October 14	Holiday • Columbus Day
October 21, 2013 - January 10, 2014	Registration for Spring, 2014
November 20	Last day to withdraw "W"
November 28 & 29	Holiday • Thanksgiving
December 16, 2013 - June 5, 2014	Registration for Summer, 2014
December 9 - 13	Final exams
December 13	End of Fall term
December 24, 25	Holidays
December 26 - 31	Campus Closed

Spring 2014

October 21, 2013 - January 10, 2014	Registration for Spring, 2014
January 1	Holiday • New Year's Day
January 9	Faculty returns to campus
January 13	Classes begin
January 13-17	Class changes permitted
January 20	Holiday • Martin Luther King, Jr. Birthday
January 24	Last day to drop for 16 week classes, no record/refund
February 12	Holiday • Lincoln's Birthday Observed
March 7	Midterm
March 17 - 21	Academic Holidays • Spring vacation
April 21, 2013 - August 15, 2014	Registration for Fall, 2014
April 23	Last day to withdraw "W"
May 8, 9, 12, 13, & 14	Final exams
May 16	End of Spring term
May 17	Commencement
May 17	Final Day instructors

Pre-Summer Session 2014

May 19 Classes begin, Last day to drop, no record/refund
May 26 Holiday • Memorial Day
June 5 End of session

Summer 2014

December 16, 2013 - June 5, 2014 Registration for Summer, 2014
June 9 Classes begin
June 9-11 Class changes permitted
June 12 Last day to drop for 8 week classes, no record/refund
July 3 Holiday • Fourth of July Observed
July 7 Midterm
July 24 Last day to withdraw "W"
July 31 End of Summer session

**AGENDA ITEM #IX-C-1
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT
NURSING INSTRUCTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the appointment of Ms. Jessica Larson as full-time Nursing Instructor in the Nursing and Allied Health division beginning January 6, 2011 at an FY'11 salary of \$54,813 plus appropriate fringe benefits (MS+0, 5 years experience). Since Ms. Larson will start Spring semester, her salary for FY'11 will be \$27,406.50 and is within the FY'11 budget. This is a full-time faculty position. This appointment and hire is necessary due to the promotion of Ms. Donna Kauke to Associate Dean.

BACKGROUND: Ms. Larson is currently teaching at Highland as a part-time nursing instructor. She is a clinical instructor for the Health Assessment/Teaching Project Lab and has been a nursing tutor since Fall 2009. She has also been employed by Freeport Memorial Hospital since August 2001 in various positions including network nursing supervisor and most recently team leader for medical-surgical services. She also has prior experience working at Parkview Retirement Home as both a CNA and RN. Ms. Larson has obtained many certifications including CPR, advanced cardiac life support, and pediatric advanced life support. She is also active in professional organizations and committees, such as the Nursing Care Council, Medical-Surgical Services Patient Satisfaction Committee, and the New Vision Task Force.

Ms. Larson obtained her associate degree in nursing in May 2001 from Highland Community College, bachelor of science degree in nursing from Northern Illinois University in 2004, and master's degree in nursing management and leadership from Walden University in 2008. Additionally, she is also currently participating in the Leadership Institute at Highland Community College and has a vast array of continuing education including CNA Train-the-Trainer, Leadership for Action Series, Chronic Wound Assessment, and Cardiac Assessment. Ms. Larson's experience and commitment to teaching others make her an ideal candidate to join our nursing faculty team.

BOARD ACTION: _____

**AGENDA ITEM #IX-C-2
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

**NEW JOB DESCRIPTION
DIRECTOR OF SPECIAL PROJECTS AND GRANT RESEARCH**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the attached new job description for Director of Special Projects and Grant Research, with placement at Range 70 on the Highland Salary Range Table. This is a temporary part-time exempt administrative position.

BACKGROUND: In order to facilitate an orderly mid-year transition in the Vice President of Academic Services position and to allow for continued oversight of the National Science Foundation (NSF) grant, AQIP, and other special projects, Dr. Jeff Davidson will assume this temporary part-time position beginning January 24, 2011. In this position, Dr. Davidson will provide all needed transitional assistance to the incoming Vice President of Academic Services, Mr. Tim Hood. Dr. Davidson will also continue to provide leadership as Principal Investigator (PI) for the NSF grant and pursue other grant opportunities for the college. Additionally, Dr. Davidson will provide necessary transitional leadership for our AQIP accreditation process and all related activities. This temporary part-time position will end on or before June 30, 2011.

BOARD ACTION: _____

Highland Community College Position Description

TITLE: Director of Special Projects and Grant Research*

GENERAL STATEMENT OF RESPONSIBILITIES: To provide direction and leadership for the purpose of assuring a coordinated and orderly transition in the position of VP of Academic Services, National Science Foundation Grant Management, AQIP, research and coordination of grant opportunities, and assisting with special projects as assigned.

PRINCIPAL DUTIES: (essential functions)

- Provide orientation and position transition assistance to incoming VP of Academic Services.
- Serves as the Principal Investigator for the National Science Foundation (NSF) Grant Management.
- Provide transition leadership for AQIP Process Management and Action Project Organization and Communication.
- Coordinate the completion of required State and Federal reporting and compliance requirements.
- Research and recommend grant opportunities and coordinates grant proposal preparation and submission.
- Assist the Director of Institutional Research on various statistical projects.
- Serve as backup AAO Harassment Investigator.
- Perform other duties as assigned by president.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of NSF grant rules and regulations
 Knowledge of State and Federal report requirements
 Knowledge of AQIP
 Knowledge of statistical research methodologies and techniques.
 Knowledge of grant application methodologies

Skill in the AQIP Process for Reporting, Project Management, and Communication
 With the Higher Learning Commission (HLC)

Skill in Federal Grant Management, Budgeting, and Reporting

Skill in State Grant Management, Budgeting, and Reporting

Skill in Statistical Research Methodologies

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

Skill in Seeking Grant Opportunities and Coordinating the Writing and Submission process

PHYSICAL REQUIREMENTS: Work is routinely performed in office environments. Subject to standing, walking, sitting, bending, reaching, kneeling, pushing and pulling, climbing, stooping and occasional lifting of objects up to 20 pounds.

MINIMUM QUALIFICATIONS: Masters Degree OR an equivalent combination of education and experience that provide the required knowledge and skills.

REQUIRED LICENSE/CERTIFICATION: None.

SECURITY SENSITIVE POSITION: May require a criminal background check.

REPORTS TO: President **(**This is a temporary part-time position ending on or before June 30, 2011)**

APPOINTED BY: Board of Trustees.

FLSA CLASSIFICATION: Exempt

CLASS CODE: 6235

JOB SERIES/FAMILY: Administrative Series / Administrator Group

ADOPTED: 1/18/11* [Pending Board Approval]

**AGENDA ITEM #X-B-1
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

ADDENDUM TO SECURITY CONTRACT

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the attached addendum to the security contract with Stephenson County.

BACKGROUND: The College and Stephenson County currently have a contract in place to provide for two sheriff's deputies through June 30, 2012. Similar contracts have been in place since the College's FY1997. Effective December 21, 2009, a one-year addendum providing for a third deputy was approved by the Board. The purpose was to continue to provide adequate security coverage in light of the increase in the number of students on campus, which was over 300. Upon the expiration of the addendum, enrollment levels and security needs have been reevaluated to determine if a third deputy is still required. Due to the continued number of students on campus and the security coverage needed, another one-year addendum is recommended. The security contract is included in the College's Risk Management Program and is budgeted for in the tort fund.

BOARD ACTION: _____

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR POLICE SERVICES**

THIS AGREEMENT, made this 21st day of December, 2010 by and between the County of Stephenson, a body politic and corporate, hereinafter referred to as the "County", and Highland Community College, hereinafter referred to as the "College", WITNESSETH:

WHEREAS, the College has previously contracted with the County for police protection and law enforcement services within the boundaries and properties of the College, pursuant to Intergovernmental Cooperation Agreement for Police Services effective July 1, 2009, which continues in force and effect; and

WHEREAS, the College and the County wish to contract for additional services of one officer for the term hereinafter provided; and

WHEREAS, the College is within the jurisdiction of the County and its Sheriff, and the Sheriff's Office is agreeable to provide the services requested by the College; and

WHEREAS, intergovernmental agreements are authorized pursuant to Section 10, Article VII of the 1970 Illinois Constitution and the authority granted by the Intergovernmental Cooperation Act, Illinois Compiled Statutes 5, ILCS 220/1 (1992).

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, pursuant to the statutes and Constitution, IT IS HEREBY AGREED by the County and the College as follows:

I. The County acting through the Sheriff and Sheriff's Office of the County of Stephenson shall furnish, supply and provide the College with a third officer to provide general police protection and law enforcement services under the guidelines set forth in the July 1st, 2009, Intergovernmental Cooperation Agreement for Police Services.

II. All County personnel assigned to provide the police protection and law enforcement services herein shall be members of the Stephenson County Sheriff's Department and shall operate under the general supervision of the Stephenson County Sheriff under the guidelines set forth in the July 1st, 2009 Agreement.

III. Notwithstanding anything herein to the contrary, the County, acting through the Sheriff, shall retain control over all matters incident to the performance of police protection and law enforcement services herein, including, but not limited to, the personnel assigned, the methods of rendering such services, and the level of and the standards of such performance, the discipline of any personnel, and the general control of all assigned personnel, equipment, and all supplies relevant herein. Provided, however that there shall be one (1) deputy assigned to the College at any one time pursuant to the terms of this agreement. This is in addition to the minimum of two (2) deputies required in the July 1st, 2009 Agreement.

IV. The Sheriff of Stephenson County shall have control over the manner of police protection and management of the officers within the College and shall determine the methods and manners of the performance of the officers assigned to the College, after careful consideration of input of College President or his/her designee. Overtime costs for court appearance, and follow-up investigations shall be the responsibility of Highland Community College. The College will also allow Deputies to attend training during normal duty hours, if deemed necessary by Sheriff.

V. The Sheriff will provide police services. Exact hours and coverage of police service to be determined after consultation with Highland Community College Staff,

Sheriff's Staff and shall require the approval of the Highland Community College President or his/her designee.

VI. To the extent permitted by law, the College agrees to hold the County harmless against persons not parties to this Agreement and reimburse the County for any and all such damages, suits, claims, judgments or monies, including but not limited to attorney fees and costs of litigation, arising out of the performance or non-performance of the College personnel working under this Agreement against such persons not parties to this Agreement. The College shall not be required to provide worker's compensation insurance or worker's compensation benefits to the officers assigned to the college nor shall the College be required to provide general liability or police liability insurance.

VII. To the extent permitted by law, the County agrees to hold the College harmless against persons not parties to this Agreement and reimburse the College for any and all such damages, suits, claims, judgments or monies, including but not limited to attorney fees and costs of litigation, arising out of the performance or non-performance of the County personnel working under this Agreement against such persons not parties to this Agreement.

VIII. The County and the Sheriff, their officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the College, its officers, agents or employees.

IX. The College shall compensate the County for the services rendered in quarterly payments according to the budget attached hereto.

X. Willful neglect, failure, or refusal by either party to perform any material provision of this Agreement shall give the other party the power to terminate this Agreement and seek compensation for damages suffered by reason of such breach.

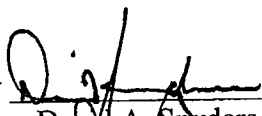
XI. This Agreement may be terminated by either party upon written notice of a termination date provided to the other party at least one (1) year prior to such termination.

XII. This Agreement shall become effective on the 21st day of December, 2010, upon its approval by the County Board, the Sheriff of Stephenson County, Illinois, and the Board of Trustees of Highland Community College District, and shall remain effective until December 22nd, 2011.

IN WITNESS WHEREOF, the County of Stephenson, by Resolution duly adopted by the Stephenson County Board caused this Agreement to be originally signed by its Chairman and attested by its Clerk on this 05 day of JANUARY, 2011, and renewed by the Sheriff on 01-05, 2011.

IN WITNESS WHEREOF, the Highland Community College, by Resolution adopted by the College Board of Trustees, caused this Agreement to be signed by its Chairman and attested by its Secretary on this 05 day of JAN, 2011.

STEPHENSON COUNTY SHERIFF'S OFFICE

By 
David A. Snyders, Sheriff of the
County of Stephenson, Illinois

HIGHLAND COMMUNITY COLLEGE

By: _____
Chairman
Board of Trustees Highland Community College

ATTEST:

Secretary
Board of Trustees Highland Community College

BUDGET

Following are proposed staffing and budget needs to provide the outlined services. This plan would provide coverage throughout the year. Coverage hours would be eight (8) hours per day for five (5) days per week. Exact hours and coverage will be determined after consultation with Highland Community College President or designee.

LINE ITEM

1ST YEAR BUDGET
December 21, 2010 – December 22, 2011

Salary, benefits, training (Deputy)	<u>\$ 72,136.21*</u>
(F.I.C.A., I.M.R.F., insurance, night bonus, unemployment)	

* May be adjusted for UAW/County Labor contract Re-Opener or for Deputy's salary level

ADDITIONAL EQUIPMENT TO BE FURNISHED
By Highland Community College
For Each Year of Contract

EQUIPMENT

Office space needed for storage of forms and a location if necessary for interviews.	Provided by College
Access to a F.A.X. machine.	Provided by College
Modem line for on-line computer from Sheriff's office to Highland Community College.	Provided by College
Telephone for officer' use. (For official use only.)	Provided by College
Display station/printer.	Provided by Sheriff's Office
Desk, chairs, lockable 4-drawer filing cabinet.	Provided by College
CD/DVD burner for Sheriff's office computer	Provided by College

HIGHLAND COMMUNITY COLLEGE
HOLIDAY AGREEMENT ON OFFICERS' DAY OFF

The Stephenson County Sheriff's Department, in an attempt to hold costs to a minimum for Highland Community College, will adopt the program that officer will be off on the following holidays, pursuant to year one of the Intergovernmental Cooperation Agreement for Police Services effective July 1, 2009, and applicable for this Agreement, effective December 21, 2010:

DECEMBER 31, 2010	NEW YEAR'S <i>(observed)</i>	FRIDAY
JANUARY 17, 2011	MARTIN LUTHER KING JR.	MONDAY
FEBRUARY 21, 2011	PRESIDENT'S DAY	MONDAY
APRIL 22, 2011	SPRING BREAK	FRIDAY
MAY 30, 2011	MEMORIAL DAY	MONDAY
JULY 4, 2011	INDEPENDENCE DAY	MONDAY
SEPTEMBER 5, 2011	LABOR DAY	MONDAY
OCTOBER 10, 2011	COLUMBUS DAY <i>(observed)</i>	MONDAY
NOVEMBER 11, 2011	VETERAN'S DAY	FRIDAY
NOVEMBER 24, 2011	THANKSGIVING	THURSDAY
NOVEMBER 25, 2011	DAY FOLLOWING THANKSGIVING	FRIDAY
DECEMBER 26, 2011	CHRISTMAS <i>(observed)</i>	MONDAY

**AGENDA ITEM #X-B-2
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

VENDING SERVICES AGREEMENT

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve a vending services agreement with C. L. Swanson Corporation.

BACKGROUND: The College's contract with C.L. Swanson Corporation for vending services expired December 31, 2010. Due to this, a Request for Proposal process was completed. In addition to advertising, the College sent requests to 19 vending services providers, with three providers indicating interest.

C.L. Swanson Corporation, our current vendor, came in with the best commission package and has agreed to update our coffee machine in the Student/Conference Center, and to update several other vending machines with "sure-vend" technology. They will also renew the marketing effort on the "Better 4 You" products.

BOARD ACTION: _____

C.L. SWANSON CORPORATION
SERVICE AGREEMENT

THIS AGREEMENT, effective the _____ day of _____, _____ (the "Effective Date"), by and between C. L. SWANSON CORPORATION, a Wisconsin Corporation ("SWANSON"), with its corporate offices located at 4501 Femrite Drive, Madison, Wisconsin 53716, and the following "CLIENT":

CLIENT: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____ e-mail Address: _____

RECITALS

SWANSON and CLIENT desires to enter into this Agreement for the provision by SWANSON of food services as more completely described below and on the exhibits hereto upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

SECTION 1. CLIENT'S GRANT TO SWANSON

A. CLIENT grants to SWANSON, as an independent contractor, the exclusive right and license during the term of this Agreement to operate all services described in the proposal and Exhibit A, hereto, (the "Services") for and on behalf of CLIENT, and to sell or otherwise provide to all CLIENT's employees, guests, and all other persons upon the Premises (defined below) food products, non-alcoholic beverages, including coffee and similar beverages, and other such food and drink products as are described in Exhibit A or as otherwise agreed upon from time to time by SWANSON and CLIENT (the "Products"). The Services and the Products will be provided by SWANSON at the location(s) described in Exhibit B (the "Premises"). CLIENT shall be responsible for strict compliance with the exclusive license granted hereunder by its employees, guests and all other persons.

SECTION 2. SWANSON'S RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, SWANSON will provide the Services and Products specified hereunder at the Premises. The Services shall be provided by SWANSON in a clean and sanitary manner and the Products provided by SWANSON will at all times be of good and wholesome quality free from spoilage, adulteration or misbranding. Products shall be sold at prices proposed by SWANSON and mutually agreed upon with CLIENT.

B. SWANSON agrees to collect and remit to appropriate federal, state or local authorities such sales or other appropriate taxes as are required. SWANSON shall pay all federal, state, and local personal property taxes which may be assessed against SWANSON's equipment or merchandise while in or upon the Premises, as well as all federal, state, and local taxes assessed in connection with the operation of the Services and sale of Products upon the Premises, including, without limitation, those relating to SWANSON's employees. SWANSON also agrees to comply with and bear the cost of compliance all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods, to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law.

C. SWANSON shall provide all workers necessary for the performance of this Agreement. Such workers shall be subject to any and all health examinations as local, state, or federal authority may require in connection with the provision of Services. All persons employed by SWANSON in connection with providing the Services hereunder will be the employees of SWANSON, and shall not be deemed employees of the CLIENT.

D. SWANSON agrees that the Premises, Products and Services shall at any time during the operation of the Premises, or at any other time upon reasonable notice to SWANSON be subject to inspection by an authorized, capable person or persons designated by CLIENT. Any such inspection shall be conducted at CLIENT's expense and in a manner that will not unduly interfere with or delay the work of SWANSON. The right to inspection under this section does not extend to SWANSON's proprietary software or operating procedures.

E. SWANSON agrees that, to the extent it is advised by CLIENT of the same, SWANSON's employees and agents who provide Services and Products on the Premises shall comply with and observe all applicable and lawful rules and regulations concerning conduct on the Premises that CLIENT imposes upon CLIENT's own employees and agents and SWANSON shall enforce all such rules and regulations. CLIENT shall not require SWANSON's employees and agents to comply with and observe any rule or regulation that are not imposed on CLIENT's employees or imposed by this Agreement or a law applicable to the provision of the Services. CLIENT shall not be authorized to direct the actions of or reprimand SWANSON's employees or agents; but shall instead timely advise SWANSON's designated contact of any disciplinary or related issue pertaining to SWANSON's employees or agents.

SECTION 3. CLIENT'S RESPONSIBILITIES

A. CLIENT, without cost or expense to SWANSON and in a timely fashion, shall provide SWANSON with the necessary and appropriate space within the Premises for the provision of the Services and the Products by SWANSON and shall furnish, without cost or expense to SWANSON, all utilities and facilities reasonable and necessary for the efficient performance of this Agreement including internet access, and all telephone service as required by the contract. CLIENT will, at its own cost and expense, install any electrical, plumbing or related infrastructure required at the designated areas where the equipment to be used in providing the Services and the Products, whether owned by CLIENT or SWANSON, is to be located.

B. Except as provided for in Section 2.D., above, CLIENT will be responsible for undertaking at no cost to SWANSON all necessary cleaning and maintenance of facilities, systems and equipment, walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors, as well as any areas adjacent to stands or carts used by SWANSON for the provision of the Services.

C. All SWANSON employees are bound by Confidentiality Agreements and Non Compete Agreements which remain in place for two (2) years after the completion of their respective employments. CLIENT agrees that no employees of SWANSON will be employed or otherwise engaged by CLIENT without prior written consent of SWANSON for a period of two (2) years after the earlier of termination of their employment with SWANSON or the termination of this Agreement. SWANSON agrees that it will not employ or otherwise engage the services of any employee of CLIENT without prior written consent of CLIENT for a period of two (2) years after the earlier of termination of the employee's employment with CLIENT or the termination of this Agreement.

SECTION 4. FINANCIAL ARRANGEMENTS

A. The financial arrangements of this Agreement are set forth in Exhibit A which is attached hereto and incorporated herein and made a part hereof as if fully set forth in this Agreement. Financial terms are based on the economic conditions including the cost of Products and the provision of services, known tax implications, and CLIENT employment levels as of the date of this Agreement. CLIENT agrees that, if there is a material change in the conditions of the provision of Services and Product by SWANSON, SWANSON shall be afforded relief based on mutually agreeable terms using the procedure set forth in Section 7.C, below.

B. In the event SWANSON makes a capital investment or monetary incentive as described in Exhibit C hereto, the following will apply: if for any reason this Agreement is terminated for any reason whatsoever prior to the expiration as set forth in Section 7., below, CLIENT agrees to immediately reimburse SWANSON for the unamortized portion of the original capital investment or monetary incentive, plus interest on such amount, as specified in Exhibit C, until paid.

SECTION 5. INDEMNIFICATION; INSURANCE

A. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless against any loss, damage, injury, or death caused by Indemnifying Party's negligent acts or omissions or the negligent acts or omissions of Indemnifying Party's agents or employees; provided, however, that nothing contained herein shall require Indemnifying Party to indemnify Indemnified Party for losses, damages, injuries, or death resulting in whole or in part from any negligent act or omission, or any wanton or willful act of the Indemnified Party, its agents or employees.

B. Indemnifying Party's obligation to indemnify and hold Indemnified Party harmless pursuant to this Agreement shall be contingent upon Indemnified Party promptly, but in no event later than ten (10) business days after the date Indemnified Party first received notice of such claim or lawsuit, notifying Indemnifying Party in writing of any such claim or lawsuit against either Indemnifying Party or Indemnified Party and forwarding to Indemnifying Party the summons, complaint, and related documents no later than ten (10) business days after the date Indemnified Party was served with, or otherwise received notice or copies of, the summons and complaint. Failure of the Indemnified Party to notify Indemnifying Party of any such claim or lawsuit within said ten- (10-) business-day period shall relieve Indemnifying Party of any and all responsibility and liability under this Agreement to indemnify and hold Indemnified Party harmless.

C. SWANSON shall procure and maintain at its own cost and expense during the term of this Agreement the following insurance:

(1) Workmen's Compensation Insurance as prescribed by the laws of the state or states where the Premises is located and where any of SWANSON's employees will work pursuant to the terms of this Agreement;

(2) Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$1,000,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$1,000,000 for property damage in any one accident;

(3) Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$1,000,000 for bodily injury or death of any one person, and \$1,000,000 for bodily injury or death of two or more persons in any one accident.

SWANSON shall, if requested by CLIENT, furnish CLIENT with a Certificate of Insurance evidencing such coverage.

SECTION 6. COMMENCEMENT AND RENEWAL

A. This Agreement shall commence on the Effective Date and shall remain in force for a period of 2 year(s) from the Effective Date unless sooner terminated as herein provided. This Agreement shall thereafter automatically renew for successive one (1) year terms unless the party that desires to terminate the Agreement provides the other party with written notice of termination no fewer than one-hundred twenty (120) days prior to the end of the then current term stating that the terminating party does not intend to renew the Agreement.

SECTION 7. TERMINATION

A. Except as set forth in this Section, this Agreement may only be terminated prior to its scheduled expiration as provided in Section 6 "For Cause" (defined below). If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than excused performance reasons stated in Section 11 hereof, the party claiming such failure shall give the other party written notice of breach. Within thirty (30) days of delivery of such notice, the parties will meet and endeavor to agree on a timetable and cure for such breach. If at the end of the agreed upon timetable or, if no timetable is agreed upon, then at the end of the thirty- (30-) period after notice is delivered, the breach has not been cured, the non-breaching party may terminate this Agreement effective five (5) days after the end of said period. "Cause" shall mean the breach of this Agreement.

B. CLIENT further agrees that if SWANSON delivers to CLIENT notification in writing that SWANSON is not earning a fair and equitable profit under this Agreement and CLIENT and SWANSON fail to agree upon new financial arrangements satisfactory to SWANSON and CLIENT within sixty (60) days of said notification, this Agreement may thereupon be terminated by SWANSON at any time after the expiration of such sixty- (60-) day period to be effective ten (10) days after SWANSON provides CLIENT with written notice of its election to terminate.

C. Upon the termination or expiration of this Agreement, SWANSON shall, as soon thereafter as is practical, vacate the Premises, remove its equipment, and return control and occupancy of the Premises to CLIENT, together with all the equipment furnished by CLIENT pursuant to this Agreement, in the same condition in which originally made available to SWANSON, excepting reasonable wear and tear and except to the extent that the Premises or such equipment may have been lost or damaged by fire, flood, or other casualty loss.

D. The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities, and/or responsibilities of the parties as they exist as of such termination or expiration date, and the parties hereto shall cooperate in good faith with each other during the term of this Agreement and subsequent to the termination or expiration of this Agreement in order to ascertain and satisfy the liabilities of either party to the other.

E. Survival: The following provisions will survive any expiration or termination of this Agreement: Sections 2.C, 3.D, 4, and 7.D.

SECTION 8. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that this Agreement creates an independent contractor relationship by and between the parties, and that the parties expressly agree that this Agreement creates no agency relationship between the parties, and nothing herein contained shall be construed to place the parties in the relationship of partners, joint ventures, franchisors/franchisees or create a dealership.

SECTION 9. SWANSON'S TITLE TO EQUIPMENT

Unless specifically provided elsewhere in this Agreement, all equipment owned by SWANSON is and shall at all times remain the property of SWANSON, with title vested in SWANSON, and CLIENT shall have no property or lien interest in said equipment arising under this Agreement, by operation of law or otherwise. CLIENT agrees to permit only employees and agents of SWANSON to remove, open, or tamper with said equipment of SWANSON.

SECTION 10. ASSIGNMENT

Neither SWANSON nor CLIENT may assign or transfer this Agreement, or any part hereof, without the prior written consent of the other party, which consent may be withheld at the absolute discretion of the party from which consent is required.

SECTION 11. EXCUSED PERFORMANCE

In the event performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 12. INTELLECTUAL PROPERTY

All of SWANSON's financial, statistical, operating, and personnel materials and information, including, without limitation, software, manuals, systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques, and other valuable information are and shall remain confidential and the sole property of SWANSON and constitute trade secrets of SWANSON. CLIENT shall keep such information confidential and may use, copy, or duplicate such information only as expressly permitted in writing by SWANSON. At the expiration or termination of this Agreement, all such information shall be returned to SWANSON.

SECTION 13. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire agreement between the parties with respect to the provision of the Services and Products, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of SWANSON and CLIENT. This Agreement supersedes all other agreements between the parties for the provision of the Services and Products.

SECTION 14. NOTICES

All notices to CLIENT shall be addressed to it at the address set forth above to the contact person identified above, or such different address and/or person as identified in writing by CLIENT.

and all notices to SWANSON shall be addressed to it at:

C. L. SWANSON CORPORATION
Attn: President
4501 Femrite Dr
Madison WI 53716

SECTION 15. GOVERNING LAW

This Agreement shall be deemed executed in Dane County, Wisconsin and shall be governed by the laws of the State of Wisconsin.

The parties hereto consent to the jurisdiction to hear any claim arising under this Agreement of the Wisconsin circuit court for Dane County, Wisconsin or the United States District Court for the Western District of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written and warrant that they have the authority to bind their respective entities in executing this Agreement:

(Name of Client)

By _____

Title _____

(Typed Name of Officer Signing)

C.L. SWANSON CORPORATION

By _____

Title _____

(Typed Name of Officer Signing)

Exhibit A

Service & Financial Arrangements

Highland Community College

"Net sales" are defined as Gross Sales less any applicable Sales or Value Added Tax

1. CL Swanson will provide the services described in our proposal dated December 7, 2010. The retail prices for vending are listed in the proposal.
2. CL Swanson will provide all vending services at all listed locations, which include but are not limited to, snacks, fresh food, cold beverages including soda and hot beverages.
3. CL Swanson will pay Client a commission on the net sales of non-perishable products. The commission rate will be (20.3%) percent on snacks and hot beverages and (20.3%) percent on can and bottle soda.
4. In addition to the commission, CL Swanson will pay two hundred and fifty (\$250.00) dollars to Highland Community College to be used towards the cost of a water line for the installation of a Hot Beverage Center in Building M.
5. CL Swanson will upgrade the current Hot Beverage Center.
6. CL Swanson will upgrade all of the Snack Centers to SureVend technology.

Exhibit B

Services to be provided

- Vending Services
- Dining Services
- Office Coffee Services
- Water Systems Services
- Catering Services
- Other Services _____
- Other Services _____
- Other Services _____

The services listed above will be provided to the Client, by Swanson, at the locations listed below:

Address 1 2998 Pearl City Road Freeport IL 61032-9341

Address 2

Address 3

Address 4

Address 5

**AGENDA ITEM #X-C-1
JANUARY 18, 2011
HIGHLAND COMMUNITY COLLEGE BOARD**

SENIORITY LISTS

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the attached seniority lists for each full-time Highland faculty member which show the services each faculty member is competent to render.

BACKGROUND: An amendment to the Illinois Community College Tenure Act, which became effective January 1, 1990, provides as follows:

"Each board, unless otherwise provided in a collective bargaining agreement, shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the exclusive employee representative on or before February 1 of each year."

BOARD ACTION: _____

Natural Science and Mathematics FT Faculty
 Allied Health and Nursing FT Faculty
 Full-Time Faculty
 (Updated at the end of May, 2010)

<u>Name</u>	<u>Years of FT Teaching at HCC</u>	<u>Primary Discipline(s)</u>	<u>Courses Outside of Primary Discipline(s)</u>
Juliet D'Souza	4	Biology	
Cheryl Graff	22	Nursing	BIOL 104/BIOL 117
Tony Grahame	14	Biology	
Barb Merthley	21	Nursing	
Steve Mihina	14	Mathematics	
Alan Nowicki	17	Biology	
Alan O'Keefe	0	Physics	
Chrislyn Senneff	.5	Nursing	
Lynda Shiro	.5	Nursing	

Reviewers: If teaching assignments change which could support a change in primary discipline, the change in primary discipline must be requested in writing to the appropriate Dean/Associate Dean who will deliver the request to the Vice President of Academic Services. The VP will call together the Seniority List Committee to discuss. The primary discipline is based on what the faculty member was originally hired to teach or what they have been primarily teaching (over 50% of assigned teaching) over the past 5 years.

If a faculty member has taught a course outside his or her primary discipline at least three times in the last five years, they should see the appropriate Dean/Associate Dean to complete a form which shall then be submitted to the Vice President of Academic Services by **January 10, 2011**. The Vice President of Academic Services will make the determination of approval. The Committee may be convened if necessary. **The committee will base its decision on the broadest practical interpretation of primary discipline.**

Natural Science and Mathematics FT Faculty
 Allied Health and Nursing FT Faculty
 Full-Time Faculty
 (Updated at the end of May, 2010)

<u>Name</u>	<u>Years of FT Teaching at HCC</u>	<u>Primary Discipline(s)</u>	<u>Courses Outside of Primary Discipline(s)</u>
Mary Kate Shore	11	Nursing	
Steve Simpson	23	Earth Sciences	
Kay Sperry	1.5	Nursing	
John Sullivan	11	Chemistry	
Maggie White	.5	Nursing	

Reviewers: If teaching assignments change which could support a change in primary discipline, the change in primary discipline must be requested in writing to the appropriate Dean/Associate Dean who will deliver the request to the Vice President of Academic Services. The VP will call together the Seniority List Committee to discuss. The primary discipline is based on what the faculty member was originally hired to teach or what they have been primarily teaching (over 50% of assigned teaching) over the past 5 years.

If a faculty member has taught a course outside his or her primary discipline at least three times in the last five years, they should see the appropriate Dean/Associate Dean to complete a form which shall then be submitted to the Vice President of Academic Services by January 10, 2011. The Vice President of Academic Services will make the determination of approval. The Committee may be convened if necessary. The committee will base its decision on the broadest practical interpretation of primary discipline.

Business and Technology FT Faculty
(Updated at the end of May, 2010)

<u>Name</u>	<u>Years of FT Teaching at HCC</u>	<u>Primary Discipline(s)</u>	<u>Courses Outside of Primary Discipline(s)</u>
Tom Bergstrom	22	Auto Body	WELD 135
Eric Dietmeier	26	Drafting/Manufacturing	MATH 111, BUSN 125-BUSINESS INSTITUTE/BUSN 141
Steve Gellings	23	Electronics/Wind	BUSN 141/COMM 101/MTEC 164
Joe Grove	1	Economics	
Rich Jacobs	0	Business	
Denise Johnson	3	Information Technology	
Jeremy Monigold	5	Information Technology	
Jim Palmer	9	Automotive	
Craig Pence	25.5	Accounting	
Jeff Robertson	3	Automotive	

Reviewers: If teaching assignments change which could support a change in primary discipline, the change in primary discipline must be requested in writing to the appropriate Dean/Associate Dean who will deliver the request to the Vice President of Academic Services. The VP will call together the Seniority List Committee to discuss. The primary discipline is based on what the faculty member was originally hired to teach or what they have been primarily teaching (over 50% of assigned teaching) over the past 5 years.

If a faculty member has taught a course outside his or her primary discipline at least three times in the last five years, they should see the appropriate Dean/Associate Dean to complete a form which shall then be submitted to the Vice President of Academic Services by January 10, 2011. The Vice President of Academic Services will make the determination of approval. The Committee may be convened if necessary. The committee will base its decision on the broadest practical interpretation of primary discipline.

Business and Technology FT Faculty
(Updated at the end of May, 2010)

<u>Name</u>	<u>Years of FT Teaching at HCC</u>	<u>Primary Discipline(s)</u>	<u>Courses Outside of Primary Discipline(s)</u>
Cathie Schmerse	22	Cosmetology	
Jim Setterstrom	27	Agriculture	BUSN 125/BUSN 221/MATH 177
David Vrtol	1	Wind Technology	

Reviewers: If teaching assignments change which could support a change in primary discipline, the change in primary discipline must be requested in writing to the appropriate Dean/Associate Dean who will deliver the request to the Vice President of Academic Services. The VP will call together the Seniority List Committee to discuss. The primary discipline is based on what the faculty member was originally hired to teach or what they have been primarily teaching (over 50% of assigned teaching) over the past 5 years.

If a faculty member has taught a course outside his or her primary discipline at least three times in the last five years, they should see the appropriate Dean/Associate Dean to complete a form which shall then be submitted to the Vice President of Academic Services by **January 10, 2011**. The Vice President of Academic Services will make the determination of approval. The Committee may be convened if necessary. **The committee will base its decision on the broadest practical interpretation of primary discipline.**