

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Board of Trustees Meeting
October 12, 2010 – 4:00 p.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois

- I. Call to Order/Roll Call
- II. Approval of Agenda
- III. Approval of Minutes:
 - September 1, 2010 Board Retreat
 - September 21, 2010 Audit Committee Meeting
 - September 21, 2010 Budget Work Session
 - September 21, 2010 Regular Meeting
- IV. Public Comments
- V. Introductions
- VI. Foundation Report
- VII. Audit Report: Mr. Dan Rowe of Lindgren, Callihan, Van Osdol, & Co., Ltd.
- VIII. Consent Items
 - A. Academic
 - 1. Affiliation Agreement Between OSF Healthcare System's Saint Anthony College of Nursing and Highland Community College's Nursing Program (Page 1)
 - B. Administration (None)
 - C. Personnel
 - 1. Part-time Instructors/Overload (Page 7)
 - D. Financial (None)
- IX. Main Motions
 - A. Academic (None)
 - B. Administration (None)
 - C. Personnel (None)

D. Financial

1. FY'10 Annual Audit (Page 13)
2. Honeywell Service Contract (Page 14)
3. Maxient LLC Web-based Software (Page 17)
4. Payment of Bills and Agency Fund Report (Page 23)

X. Reports

- A. Treasurer's Report: Statements of Revenue, Expenditures and Changes in the Fund Balance (Page 25)
- B. Student Trustee
- C. ICCTA Representative
- D. Administration

XI. Old Business

XII. 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

XIII. 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

XIV. New Business

XV. Dates of Importance

- A. Next Regular Board Meeting – November 17, 2010 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 – December 1, 2010 at 8:30 a.m. in room H-206 in the Highland Community College Student/Conference Center – breakfast available at 8:00 a.m.

XVI. Adjournment

**AGENDA ITEM #VIII-A-1
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

**AFFILIATION AGREEMENT BETWEEN OSF HEALTHCARE SYSTEM'S
SAINT ANTHONY COLLEGE OF NURSING AND
HIGHLAND COMMUNITY COLLEGE'S NURSING PROGRAM**

RECOMMENDATION OF THE PRESIDENT: That the Highland Board of Trustees approve the attached affiliation agreement between OSF Healthcare System's Saint Anthony College of Nursing and Highland Community College's Nursing Program.

BACKGROUND: This affiliation agreement is the result of discussions between Highland's Nursing Department and the Saint Anthony College of Nursing. The goal of the discussions was to come to agreement on arrangements for Saint Anthony College of Nursing to offer a Nursing Bachelor's Completion Program on the Highland Community College campus. Saint Anthony College of Nursing will offer this program, and the Affiliation Agreement details the obligations of Saint Anthony College of Nursing, Highland Community College, and the nursing students who participate in the program.

BOARD ACTION: _____

AFFILIATION AGREEMENT
between
OSF HEALTHCARE SYSTEM,
OWNER and OPERATOR of
SAINT ANTHONY COLLEGE OF NURSING
and
HIGHLAND COMMUNITY COLLEGE

This Affiliation Agreement is made and entered into as of the last date written below, by and between OSF healthcare System, an Illinois not-for-profit corporation, owner and operator of Saint Anthony College of Nursing (hereinafter the "College") and Highland Community College (hereinafter the "Educational Institution").

RECITALS

- A. Educational Institution offers educational programs in Freeport, Illinois designed to transfer into a baccalaureate program at senior institutions.
- B. College provides a specialized program granting a Bachelor of Science in nursing degree.
- C. The parties desire to make College's upper-level nursing courses and Bachelor of Science degree in nursing program available to students attending Educational Institution in Community College District #519.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated herein by reference, the parties agree as follows:

ARTICLE I
OBLIGATIONS OF EDUCATIONAL INSTITUTION

- 1.1. Physical Space. Educational Institution shall provide facilities for students and faculty for College's upper-level nursing courses and Bachelor of Science degree in nursing program (hereinafter "RN-BSN Program") on a space available basis including classrooms on campus, access to library services and the nursing lab, and parking as mutually agreed between the parties.
- 1.2. Inspections. Upon reasonable request, Educational Institution shall permit the inspection of its physical space for the RN-BSN Program by the representatives of College who are responsible for such Program's approval and accreditation.
- 1.3. Approved Credits. Educational Institution shall offer up to 100 semester hours of courses approved for the RN-BSN Program including 54 Associate Degree Nursing credits and 53 general education credits.
- 1.4. Publicity. Educational Institution shall publish all classes offered under the RN-BSN Program in the Highland Community College Catalog and/or class schedules as part of a cooperative degree completion program for residents of Community College District #519.

ARTICLE II
OBLIGATIONS OF COLLEGE

2.1. Educational Program. College shall provide RN-BSN Program courses in a day, evening, or weekend schedule at Educational Institution as space permits including the following program services:

- (a) Faculty, support staff, academic counselors;
- (b) A representative from College shall be in Community College District #519 during each scheduled registration period for each academic term to help students register for classes;
- (c) Periodic information sessions, library services including computer research services, and a platform for online education;
- (d) Coordination of clinical practice sites;
- (e) Staff and resources for Title IV financial aid programs and private scholarships and grants to qualified students; and
- (f) Opportunities for eligible students to participate in the nursing honor society, and in student and mission based services.

2.2. Tuition. College shall charge the same tuition and fees to Community College District #519 residents as College charges to students attending the College in Rockford, Illinois.

2.3. Transfer of Credit. Eligible students who have completed Educational Institution's Associate of Applied Science Degree in Nursing will be accepted into College's RN-BSN Program as junior students. Students accepted into the RN-BSN Program may complete general education courses for the RN-BSN Program concurrently with College's core nursing courses. College will accept general education courses by transfer of credit to the RN-BSN Program.

2.4. Program Support. To the extent of College's available resources and guidelines, College shall reasonably contribute to the success of the RN-BSN Program in the areas of library support, student administrative services, the scheduling of classes to meet the academic needs of students, and in other appropriate areas as mutually agreed upon.

2.5. Records. College shall maintain all admission records and transcripts for the RN-BSN Program and issue the Bachelor of Science in Nursing degree to students successfully completing the Program.

ARTICLE III
JOINT OBLIGATIONS OF THE PARTIES

3.1. Program Approval.

(a) The parties agree that the RN-BSN Program shall be approved by the Illinois Board of Higher Education and accredited by Commission on Collegiate Nursing Education.

(b) The parties agree that prior to any instructional offering under this Agreement, the administration of both parties shall confer and reach agreement on the educational programs offered for the RN BSN Degree Program.

3.2. Class Schedules. The parties shall work cooperatively to develop a schedule of class offerings for the RN-BSN Program that tries to coordinate the needs to students taking classes at both the associate and baccalaureate level. Institutional class schedules shall be exchanged and kept available for student planning.

3.3. Records. Each party shall provide records to the other party at the request of a student.

3.4. Communication of Agreement.

(a) The parties shall jointly and individually communicate the terms of this Agreement to students. Concurrently enrolled degree-seeking students shall be subject to the policies and procedures of both parties and all student questions regarding a party's policies and procedures shall be directed to, and answered by, that party's designated representative and by reference to that party's current publications.

(b) The parties shall work cooperatively to promote the RN-BSN Program to the residents of Community College District #519 including the facilities and administrative convenience available for the degree completion program.

3.5. Liaison Person. The Vice President of Academic Services at Educational Institution and the President of the College shall each appoint a liaison person to facilitate the administration of this Affiliation Agreement.

ARTICLE IV
NURSING STUDENT OBLIGATIONS

4.1. Required Courses. Students enrolled in the RN-BSN Program must complete a minimum of 25-28 semester hours of College's upper division core nursing courses to earn the Bachelor of Science in nursing degree.

4.2. Administrative Policies and Procedures. Students enrolled in the RN-BSN Program must adhere to the policies, procedures, and standards of College and of Educational Institution.

ARTICLE V TERM AND TERMINATION

5.1. Term. This Agreement shall be effective for a term of (1) one year from the date executed and shall thereafter automatically renew for successive (1) one year periods unless either party gives the other party written notice not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term or the then existing renewal period, subject, however, to termination under Section 5.2.

5.2. Termination. This Agreement may be terminated under the following procedures.

(a) Termination by agreement when both parties sign an agreement providing the terms and date for mutual termination of this Affiliation Agreement.

(b) Termination for specific breach when one party substantially fails to perform as required under this Agreement and such breaching party fails to cure the breach after receiving thirty (30) days written notice of the breach from the other party.

5.3. Effect of Termination. Students enrolled in the RN-BSN Program will be provided the opportunity to complete the Program at the Saint Anthony College of Nursing in Rockford, Illinois.

ARTICLE VI MISCELLANEOUS TERMS

6.1. Relationship between the Parties. College and Educational Institution are independent entities. This Agreement does not create a relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of executing the terms of this Agreement.

6.2. Independent Entities. Neither party has the express nor implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party, except as provided herein.

6.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents, representations and understandings of the parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party.

6.4. Amendment. No amendment or addition to this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by both parties.

6.5. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

6.6. Notices. Every notice or other communication required or permitted hereunder to be served on the other party shall be in writing and shall be deemed to have been served on the date of delivery, if delivered in person to the party named below, or if delivered by certified mail, postage prepaid, return receipt requested, upon the date indicated on the return receipt if addressed as follows:

(a) If to College:

Terese A. Burch
President of the College
Saint Anthony College of Nursing
5658 East State Street
Rockford, IL 61108-2468

(b) If to Educational Institution:

Joe M. Kanosky
President
Highland Community College
2998 W. Pearl City Rd.
Freeport, IL 61032

or to such other address, or to such other person, as either party may designate in writing from time to time.

6.7. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto executed this Agreement in multiple originals as of the last date written below.

HIGHLAND COMMUNITY COLLEGE

SAINT ANTHONY COLLEGE OF NURSING

By: _____

By: _____

Joe M. Kanosky
Its: President

Terese A. Burch, Ph.D., R.N.
Its: President of the College

Dated: _____

Dated: _____

By: _____

By: _____

David D. Shockey
Its: Board Chair

David A. Schertz, FACHE
CEO/President
OSF Saint Anthony Medical Center
for OSF Healthcare System

Dated: _____

Dated: _____

By: _____

Robert W. O'Brien Jr., AAE
Chairperson
Saint Anthony College of Nursing Board

Dated: _____

**AGENDA ITEM #VIII-C-1
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

PART-TIME INSTRUCTORS/OVERLOAD

RECOMMENDATION OF THE PRESIDENT: That the part-time/overload instructors listed be approved to teach during the fall semester of 2010.

BACKGROUND: The instructors listed on the attached pages have the required training and experience to teach courses offered by Highland Community College. Each course is contingent upon appropriate enrollment.

BOARD ACTION: _____

HSS							
Fall 2010							
			Course	Clock	Credit		Total
First	Last	Subject	Title	Hrs	Hrs	Rate	Salary
Colette	Binger	PSY160N	Psychology of Human Relations		2.00	\$496.25	\$992.50
Colette	Binger	PSY262HB	Human Growth\Development		3.00	\$496.25	\$1,488.75
James	Breed	PHIL180A	World Religions		3.00	\$496.25	\$1,488.75
James	Breed	PHIL282Y	Ethics		3.00	\$496.25	\$1,488.75
James	Breed	PHIL282WHB	Ethics		3.00	\$496.25	\$1,488.75
Rebecca	Connors	SPCH191N	Fundamentals of Speech		3.00	\$496.25	\$1,488.75
Sue	Cording	SPCH191WN	Fundamentals of Speech		3.00	\$481.25	\$1,443.75
Kimberly	Fricke	EDUC224N	Introduction Special Education		3.00	\$496.25	\$1,488.75
Eldridge	Gilbert	HIST243A	History of Africa I		3.00	\$496.25	\$1,488.75
Eldridge	Gilbert	HIST247A	African-American History I		3.00	\$496.25	\$1,488.75
Christine	Henderson	COMM095N	Basic Composition		3.00	\$496.25	\$1,488.75
Stephanie	Kaiser	PSY161WN	Introduction to Psychology		3.00	\$496.25	\$1,488.75
Stephanie	Kaiser	PSY262WN	Human Growth\Development		3.00	\$496.25	\$1,488.75
Adrian	Kostallari	COMM101N	Technical Communications		3.00	\$496.25	\$1,235.66*
Adrian	Kostallari	ENGL122NN	Rhetoric & Comp II		3.00	\$496.25	\$1,488.75
Brian	Moore	COMM090I	Preface to Rhetoric		3.00	\$481.25	\$1,488.75
Brian	Moore	COMM090NN	Preface to Rhetoric		3.00	\$481.25	\$1,488.75
Jaci	Ogden	COMM095A	Basic Composition		3.00	\$481.25	\$1,443.75
Lisa	Roettger	ENGL121J	Rhetoric & Comp I		3.00	\$481.25	\$1,443.75
Lisa	Roettger	ENGL121K	Rhetoric & Comp I		3.00	\$481.25	\$1,443.75
Lisa	Roettger	ENGL121NN	Rhetoric & Comp I		3.00	\$481.25	\$1,443.75
Amy	Ruch	ENGL122N2	Rhetoric & Comp II		3.00	\$481.25	\$1,443.75
Rhonda	Singleton	COMM090D	Preface to Rhetoric		3.00	\$481.25	\$1,443.75
Rhonda	Singleton	ENGL121N	Rhetoric & Comp I		3.00	\$481.25	\$1,443.75
Daryl	Watson	GEOG132DC	Regional Geography of World		3.00	\$496.25	\$1,488.75
Daryl	Watson	HIST143DC	U.S. History I		3.00	\$496.25	\$1,488.75
Daryl	Watson	HIST143Y	U.S. History I		3.00	\$496.25	\$1,488.75
Randall	Welp	ENGL225A	American Literature I		3.00	\$481.25	\$1,443.75
Samuel	Fiorenza	COMM090H	Preface to Rhetoric		3	\$1,113.00	\$3,339.00
Kim	Goudreau	SOCI273A	Social Serv. Field Experience		3	\$1,113.00	\$333.90*
Kent	Johnson	ENGL222Y	Modern Literature		3	\$1,113.00	\$3,339.00
Tracy	Mays	ENGL122D	Rhetoric & Comp II		1	\$1,113.00	\$890.00*
Heather	Moore	COMM090N	Preface to Rhetoric		3	\$1,113.00	\$3,339.00
Heather	Moore	ENGL121Y	Rhetoric & Comp I		3	\$1,224.30	\$3,672.90
Kay	Ostberg	COMM090G	Preface to Rhetoric		3	\$1,113.00	\$3,339.00
Paul	Rabideau	PSY161Y	Introduction to Psychology		3	\$1,113.00	\$3,339.00
Vicki	Schulz	EDUC100HB	Education Observation I		1	\$1,113.00	\$1,113.00
Eric	Welch	POL257Y	Understanding the Constitution		3	\$1,113.00	\$1,669.50*
Eric	Welch	SOCI276Y	Racism & Diversity/Contemp Soc		1.5	\$1,113.00	\$1,669.50
					1.5	\$1,224.30	\$1,836.45
James	Yeager	SPCH194A	Introduction to Broadcasting		2.7	\$1,113.00	\$3,005.10
James	Yeager	SPCH199AXX	Speech Activities I				\$2,226.00
* Pro rated based on students							

Miscellaneous							
Fall 2010							
			Course	Clock	Credit		Total
First	Last	Subject	Title	Hrs	Hrs	Rate	Salary
Thompson	Brandt	PERS037WCC	Civil War: Home Front	15		23.05	\$345.75
Daryl	Watson	PERS037WCC	Civil War: Home Front	15		23.05	\$345.75
Alan	Wenzel	PERS037WCC	Civil War: Home Front	12.5		23.05	\$288.13
John	Huneke	SPTP113ACC	Intro to Sign Language		1	429.04	\$429.04
Robert	Baker	DATP110BCC	Computers Made Easy	10		\$23.05	\$230.05
Robert	Baker	DATP110ECC	Internet/Email for Srs	10		\$23.05	\$230.05
Janet	Checker	PERS036CCC	Basic Drawing	12		\$23.05	\$276.60
Janet	Checker	PERS036GCC	Beg. Oil Painting	12		\$23.05	\$276.60
Debbie	Miller	CED020CCC	Card Making	8		\$23.05	\$184.40
Dean	Buckwalter	Women's Basketball Coach					\$5,342.40

Nursing							
Fall 2010							
			Course	Clock	Credit		Total
First	Last	Subject	Title	Hrs	Hrs	Rate	Salary
Beverlee	Atherton	NURS091N	Nursing Asst	88 hrs		\$ 30.00	\$2,640.00
Beverlee	Atherton	NURS091NXX	Nursing Asst Lab	40 hrs		\$ 30.00	\$1,200.00
Mairi	Douglas	NURS	Nursing Asst	88 hrs		\$ 30.00	\$2,640.00
Mairi	Douglas	NURS091WNX	Nursing Asst Lab	40 hrs		\$ 30.00	\$1,200.00
Amy	Easton	NURS191BX	Clinical Dev I Lab	112 hrs		\$ 38.00	\$4,256.00
Jean	Geller	NUR281HB	Family Health (NIOIN)	56 hrs		\$ 38.00	\$2,128.00
Kim	Hedegaard	NUR280HB	Family Health (NIOIN)	5		\$ 600.00	\$3,000.00
D'Anne	Homer	NUR283HB	Med/Surg Nursing II Clinical (NIOIN)	104 hrs		\$ 38.00	\$3,952.00
Patti	Jackson	NURS095N	Phlebotomy Techniques	1 hr		\$ 25.00	\$400.00
Margie	Kochsmier	NURS191NXX	Portion of Clinical Dev Lab	42 hrs		\$ 38.00	\$1,596.00
Jessica	Larson	NURS191NX	Portion of Clinical Dev Lab	42 hrs		\$ 38.00	\$1,596.00
Crystal	Lundvall	NUR281HB	Family Health (NIOIN)	56 hrs		\$ 38.00	\$2,128.00
Pat	Mitchell	NURS293NX	Psychiatric Nursing Lab	72 hrs		\$ 38.00	\$2,736.00
Pat	Mitchell	NURS293NXX	Psychiatric Nursing Lab	72 hrs		\$ 38.00	\$2,736.00
Barbara	Merhley	NURS292BX	Portion of Clinical Dev IIIA Lab		3	\$ 1,113.00	\$3,339.00
					1.32	\$ 1,224.30	\$1,616.08
Chrislyn	Senneff	NURS191NNX	Portion of Clinical Dev I Lab		3	\$1,113.00	\$3,339.00
					0.74	\$1,224.30	\$905.98
		NURS191N	Portion of Clinical Dev I		2.26	\$1,224.30	\$2,766.92
					0.21	\$1,335.60	\$280.48
Lynda	Shiro	NURS293CX	Portion of Psychiatric Nursing Lab		3	\$1,113.00	\$3,339.00
					0.24	\$1,224.30	\$293.85
MaryKate	Shore	Coordinator Certified Nursing Asst			1	\$1,113.00	\$1,113.00
MaryKate	Shore	NURS091B	Portion of Nursing Assistant		2	\$1,113.00	\$2,226.00
MaryKate	Shore	NURS091BX	Nursing Assistant Lab		0.5	\$1,224.30	\$612.15
Kay	Sperry	NURS292NX	Portion of Clinical Dev IIIA Lab		3	\$1,113.00	\$3,339.00
					0.24	\$1,224.30	\$293.83
Kay	Sperry	NURS191NX	Portion of Clinical Dev I Lab		1.53	\$1,224.30	\$1,873.18
Margaret	White	NURS292NXX	Portion of Clinical Dev IIIA Lab		3	\$1,113.00	\$3,339.00
					1.24	\$1,224.30	\$1,518.13

Science/Math							
Fall 2010							
			Course	Clock	Credit		Total
First	Last	Subject	Title	Hrs	Hrs	Rate	Salary
Marcia	Bennett	MATH N2	Math Lab		5	\$496.25	\$2,481.25
Marcia	Bennett	MATH065N	Basic Algebra Lecture		3	\$496.25	\$1,985.00
Gael	Brewbaker	MATH H2	Math Lab		4	\$496.25	\$1,985.00
Gael	Brewbaker	MATH F2	Math Lab		4	\$496.25	\$1,985.00
Gael	Brewbaker	MATH Y	Math Lab		4	\$496.25	\$1,985.00
Janis	Butterfield	MATH A2	Math Lab		4	\$444.04	\$1,776.16
Janis	Butterfield	MATH E2	Math Lab		4	\$444.04	\$1,776.16
Janis	Butterfield	MATH G1	Math Lab		4	\$444.04	\$1,776.16
Janis	Butterfield	MATH M2	Math Lab		5	\$444.04	\$2,220.20
Tracy	Diestelmeier	MATH177W	Statistics		3	\$481.25	\$1,198.32*
James	Dole	NSCI133NX	Intro to Astronomy w/Lab		1.7	\$481.25	\$818.13
James	Dole	NSCI134N	Intro to Astronomy		3	\$481.25	\$1,443.75
Leanne	Grahame	CHEM101A	Intro to Chemistry		3	\$481.25	\$1,443.75
Leanne	Grahame	CHEM101N	Intro to Chemistry		3	\$481.25	\$1,443.75
Adam	Holder	PHYS120A	Intro to Engineering		2	\$429.04	\$858.08
Anita	Hollewell	MATH061SS	Arithmetic Skills		5	\$496.25	\$2,481.25
Jeannine	Hugill	MATH B1	Math Lab		4	\$496.25	\$1,985.00
Jeannine	Hugill	MATH D2	Math Lab		4	\$496.25	\$1,985.00
Donald	Hunziker	MATH A1	Math Lab		4	\$496.25	\$1,985.00
Donald	Hunziker	MATH O2	Math Lab		4	\$496.25	\$1,985.00
Mickey	Jewell	MATH N1	Math Lab		5	\$496.25	\$2,481.25
William	Kloepping	MATH162A	Int Algebra		4	\$444.04	\$1,776.16
William	Kloepping	MATH166A	College Algebra		4	\$444.04	\$1,776.16
Nancy	Luepke	MATH M1	Math Lab		5	\$444.04	\$1,776.16
Nancy	Luepke	MATH065A	Basic Algebra		4	\$444.04	\$1,776.16
Ellen	McGinnis	MATH B2	Math Lab		4	\$444.04	\$1,776.16
Ellen	McGinnis	MATH C1	Math Lab		4	\$444.04	\$1,776.16
Ellen	McGinnis	MATH D1	Math Lab		4	\$444.04	\$1,776.16
Ellen	McGinnis	MATH E1	Math Lab		4	\$444.04	\$1,776.16
Cindy	Musser	MATH177B	Statistics		3	\$1,113.00	\$3,339.00
Cindy	Musser	MATH164A	Math/Elem Teachers I		3	\$1,224.30	\$3,672.90
					1	\$1,335.60	\$1,335.60
Carolyn	Petsche	MATH162N	Int Algebra		3	\$1,113.00	\$3,339.00
					1	\$1,224.30	\$1,224.30
Laura	Setterstrom	CHEM101B	Intro to Chemistry		3	\$429.04	\$1,287.12
Jennifer	Sullivan	BIOL109W	Plants and Society		3	\$496.25	\$1,488.75
Paul	Wieland	CHEM120A	General,Organic,Bio Chemistry		1.33	\$496.25	\$660.01
Paul	Wieland	CHEM221A	Organic Chemistry I		1.33	\$496.25	\$660.01
Paul	Wieland	CHEM221X	Organic Chem I Lab		1.13	\$496.25	\$560.72
Steve	Young	MATH165A	Quantitative Lit in Math		4	\$496.25	\$1,985.00
Steve	Young	MATH F1	Math Lab		4	\$496.25	\$1,985.00
Steve	Young	MATH H1	Math Lab		4	\$496.25	\$1,985.00
William	Zigmont	MATH061W	Arithmetic Skills		5	\$444.04	\$2,220.20
William	Zigmont	MATH061WN	Arithmetic Skills		5	\$444.04	\$2,220.20
West Carroll High School		PHYS141DCC	Intro Physics I & Lab				\$2,216.88

*Pro rated based on students

			Course	Clock	Credit		Total
First	Last	Subject	Title	Hrs	Hrs	Rate	Salary
Cheryl	Graff	BIOL117YY	Basic Nutrition		3	\$1,113.00	\$3,339.00
Cheryl	Graff	BIOL117YYY	Portion of Basic Nutrition		2	\$1,224.30	\$2,448.60
Anthony	Grahame	BIOL213A	Physiology I		0.95	\$1,113.00	\$1,057.35
Steve	Mihina	MATH168A	Analytic Geometry		3	\$1,113.00	\$3,339.00
					2	\$1,224.30	\$2,448.60
Steve	Mihina	MATH265A	Differential Equations		1	\$1,224.30	\$1,224.30
					0.8	\$1,335.60	\$1,068.48
Alan	Nowicki	BIOL120N	Portion of Found of A & P		3	\$1,113.00	\$3,339.00
					0.5	\$1,224.30	\$612.15
Alan	O'Keefe	MATH177A	Statistics		2.1	\$1,113.00	\$2,337.30
James	Setterstrom	MATH177N	Statistics		3	\$1,335.60	\$4,006.80
Stephen	Simpson	NSCI132A	Portion of Physical Geography		0.8	\$1,113.00	\$890.40
John	Sullivan	CHEM120WN	General, Organic, Bio Chemistry		3	\$1,113.00	\$3,339.00
John	Sullivan	CHEM123XX	General Col Chemistry I Lab		0.36	\$1,224.30	\$440.75

**AGENDA ITEM #IX-D-1
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

FY'10 ANNUAL AUDIT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board accept the annual audit for FY'10.

BACKGROUND: The audit was prepared by Lindgren, Callihan, Van Osdol and Co., Ltd. for all funds of the College including Title IV Federal Financial Aid for Students. Retention of the firm's services was approved at the February 2010 Board meeting.

Mr. Dan Rowe and Mr. Greg Dunham of Lindgren, Callihan, Van Osdol and Co., Ltd. attended a meeting of the Audit Committee on September 21, 2010. During the meeting, Mr. Rowe and Mr. Dunham reviewed the audit and answered committee members' questions. Following discussion, the Audit Committee voted unanimously to approve the audit for submission to the College's Board of Trustees. The annual audit is required to be submitted to the Illinois Community College Board by October 15, 2010.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-2
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

HONEYWELL SERVICE CONTRACT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board enter into a service agreement with Honeywell Building Solutions for temperature control and automation maintenance services. The service agreement will cover the period November 1, 2010 through October 31, 2015, at the rate of \$36,832 annually for the first three years, \$37,937 for year four, and \$38,696 for year five. The Board further authorizes the College President and Board Secretary to execute the agreement by appropriate signatures.

BACKGROUND: The recommendation provides for the renewal of the service agreement with Honeywell Building Solutions. The agreement includes temperature control and automation maintenance services, as well as an upgrade of the system software. The current automation and control software has been in use since the installation of the Honeywell control system in 1994. While technically still supported, the current software is no longer produced, is severely outdated and cumbersome, and does not provide the level of control necessary to accommodate the current day methods of energy control and cost reductions the College is attempting to accomplish.

BOARD ACTION: _____

Honeywell Proposal

Honeywell Building Solutions

Service Agreement

Project Name: **Highland Community College**
Proposal Number: **460095055**
Date: **September 22, 2010**
Agreement Number: **466-03-15527**
(Rev. 02/07-1)

(PROVIDER)

Honeywell Building Solutions
37 Kessel Court
Suite 10
Madison, WI 53711

Service Location Name: Highland Community College
Service Location Address: Buildings: Operations, F, H, M, N, R, E, Sports and Vo-Tech

(CUSTOMER)

Highland Community College
2998 West Pearl City Road
Freeport, IL 61032

Scope of Work

Honeywell HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- Preferred Temperature Control Services
- Flex Temperature Control Services
- Preferred Automation Maintenance Services
- Flex Automation Services
- Preferred Fire Alarm Maintenance Services
- Fire Alarm Test and Inspect Services
- Preferred Security System Inspect Services
- Flex Security System Services
- Preferred Mechanical Maintenance Services
- Flex Mechanical Maintenance Services
- ServiceNet™ Remote Monitoring and Control Services
- EBI Services
- Site Services
- Advanced Support
- Honeywell Energy Analysis Reporting
- Air Filter Services
- Water Treatment Services
- Critical Parts Stocking
- Emergency Generator Services
- Thermography Services
- In Suite Services
- Remote Monitoring/Radionics
- Indoor Air Quality Auditing Services
- Service Management Software
- FM Worksite
- Honeywell Online Service
- EBI Life-Cycle Management (ELM) Program Addendum
- Honeywell Users Group

Contract Term

5 (five) years from the Effective Date.

Customer Honeywell
(INITIALS)

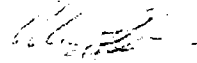
Contract Effective Date: **November 1, 2010**

Price for Year 1: **Thirty-Six Thousand Eight Hundred Thirty-Two dollars, (\$36,832), (plus applicable taxes).**

Payment Terms: **Semi-annual**

Sales Tax will be invoiced separately Use Tax is included in the Price This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) 

Name: Adam Leffel

Title: Service Account Representative

Date: September 22, 2010

This proposal is valid for 30 days.

Acceptance

This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by:
HONEYWELL INTERNATIONAL INC.

Signature: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: Highland Community College

Signature: _____
Name: _____
Title: _____
Date: _____

**AGENDA ITEM #IX-D-3
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

MAXIENT LLC WEB-BASED SOFTWARE

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approve the contract with Maxient LLC in the amount of \$16,000 for a three-year service agreement that will allow the College to utilize web-based software to expand our Early Alert program and track student academic alerts, academic integrity and code of conduct concerns.

BACKGROUND: Highland Community College piloted an early alert program in the fall of 2007 with four general education courses and one transitional course. Approximately 60 students in these five courses are identified as being at-risk each semester. An expansion of this program is expected to generate 1,380 referrals (duplicated). A software tool is needed to manage the referral process and maximize the delivery of services.

Maxient's software allows for the online reporting of at-risk students, streamlines the production of letters to students as well as notification to campus partners, and produces detailed reports on demand. Unlike other software we have explored, *Conduct Manager* also allows an institution to track and manage academic integrity cases, mediation and student conduct concerns.

Four potential products were researched and a webinar presentation of the Maxient product was held for faculty members participating in the pilot, advisors, IT administrative applications staff and other academic and student services staff. Maxient was the least expensive of the options and includes several important features. It is a FERPA compliant web-based solution that does not have a per-user licensing fee. The system also has role-based access controls, which help ensure confidentiality. The program requires no additional hardware or software and is compatible with Banner. The company also provides on-site training and 24-hours a day support.

An expansion of the Early Alert program was included in our Student Success Grant proposal to the Illinois Community College Board. The College received notification of the grant's approval on October 1, 2010. The first year of the contract with Maxient, as well as the on-site training expenses, will be paid with the Student Success grant funding. Use of a tracking system is included in the College Violence Prevention Plan, and the use of Maxient will help the College improve its record keeping and tracking capabilities for academic and conduct concerns.

BOARD ACTION: _____



INSTRUCTIONS FOR CONTRACT REVIEW

Attached to these instructions is Maxient's standard service agreement reflecting your institution's price, term, and preferences (indicated in the box at the top of the first page). Maxient is prepared to sign this agreement in its present form, but is also receptive to proposed revisions by your institution, should such changes be desired, necessary, and agreeable to by Maxient.

IF YOU ARE READY TO SIGN

If your institution is prepared to agree to the terms as written, please forward two printed copies of the service agreement to your institution's authorized signer. Once signed, please mail both copies to the following address: Maxient LLC, 102A Sunset Avenue, Charlottesville, VA 22903. Maxient will promptly sign both copies and return one by mail to your institution. Additionally, if your institution wishes to accelerate the start-up process, it may make an electronic copy of its signed agreement (prior to sending it by mail to Maxient) and mail it electronically to your institution's point of contact at Maxient.

IF YOU NEED TO MAKE SOME CHANGES

If your institution wishes to negotiate (i.e. revise or change) any of the agreement's terms, Maxient requires that the process be in accordance with the following rules:

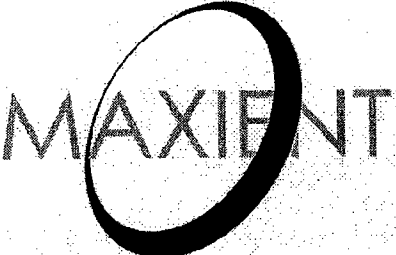
- 1.) This instruction sheet must accompany the service agreement anytime it is passed along to any of your institution's employees or agents for their review.
- 2.) Changes should be proposed by striking and/or inserting language on this copy as needed to effectuate the proposed change. Please do not attach any addendums or appendices, unless such attachments relate to matters not otherwise covered or easily added into the service agreement and are incorporated by reference into the body of the service agreement.
- 3.) **ANY and ALL changes to the service agreement MUST be made using the "Track Changes" feature in Microsoft Word.** If multiple persons at your institution are reviewing the service agreement and proposing changes, it is the responsibility of your institution to agree on one clear set of proposed changes.
- 4.) Once all changes are proposed in accordance with Rules 2 and 3, the document should be saved as a Microsoft Word document, with a new file name indicative of its post-review status, and transmitted electronically to your institution's point of contact at Maxient.

Provided that your institution's revisions have been proposed as required and are agreeable to by Maxient, the changes will be incorporated into a final draft service agreement, which will be returned to your institution for signature. If any of the revisions require further negotiation, the appropriate person or office* at your institution will be contacted by Maxient's counsel.

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Adam Hark, Esq.
Counsel and Director of Emerging Markets
Maxient LLC
(202) 546-0299
adam.hark@maxient.com

* If your institution is represented by counsel, Maxient's counsel will only negotiate the terms of the service agreement with your institution's counsel, or persons explicitly authorized by your institution's counsel to carry on the negotiations.

 Service Agreement	Customer:	Highland Community College 2998 West Pearl City Road Freeport, IL 61032	
	Initial Term:	Thirty-Six (36) Months	
	Service Start Date:	November 1, 2010	
	Legacy Data Migration?:	NO	
	Maxient Network:	Customer opts IN to the Maxient Network	
	Fees:	\$5,000.00	ANNUAL SERVICE FEE
	\$ N/A	MIGRATION OF LEGACY DATA	
	\$1,000.00	ON-SITE TRAINING FEE	
Payment Plan:	\$6,000.00	DUE BY NOVEMBER 1, 2010	
	\$5,000.00	DUE BY NOVEMBER 1, 2011	
	\$5,000.00	DUE BY NOVEMBER 1, 2012	

In this Service Agreement (the "Agreement") dated effective upon execution by both parties, Customer refers to the organization named above and "Maxient" refers to Maxient LLC, 102A Sunset Ave, Charlottesville, VA 22903. Maxient offers software provided under the Application Service Provider (ASP) / Software-as-a-Service (SaaS) model, on a fully hosted basis to assist in the tracking and management of student conduct concerns and judicial affairs. Customer agrees to contract for use of the software, subject to the terms of this Agreement. In consideration of the mutual rights and obligations in this Agreement, the parties agree as follows:

1) SERVICES.

Customer contracts with Maxient to perform the services described in the subparagraphs of this paragraph. Customer authorizes Maxient to provide the services and agrees to pay the associated fees.

a) Service. Maxient will establish and maintain an Internet based system (commonly referred to as the "Maxient Conduct Manager", "Conduct Manager", or the "Maxient System") for managing student conduct records. Customer retains sole ownership and remains the custodian of all institutional records stored in the Maxient System. Maxient will provide and maintain the systems established to provide this service, including maintenance of all computer hardware and software. Pending implementation, as described in subparagraph (g), *infra*, the system shall provide the following functions: (i) allow Customer to create and maintain case files regarding conduct incidents; (ii) allow Customer to generate necessary documentation and correspondence related to conduct cases; (iii) allow Customer to generate statistical summaries derived from the Customer's information in the database; (iv) allow Customer to draw pre-defined demographic data from the Customer's student information system into the Maxient System where technically feasible when creating a new case; (v) allow Customer's staff to access the Maxient System electronically via a tiered permissions system with local access controlled and granted by the Customer; and (vi) allow Customer to opt-in to exchange information electronically with other institutions who are part of the Maxient Network.

b) Maxient Network. With the service described above the Customer and Customer's records will become part of the Maxient Network. All institutions utilizing the Maxient System become part of the Network and are subsequently able to "opt-in" to perform inter-institutional sharing of records on a need-to-know basis consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Searches within the Maxient Network are audited and require that the requesting institution provide both (i) information specific to the student they are searching, and (ii) a specific reason for the search that falls within the need-to-know requirements set forth in FERPA and other applicable laws and regulations. A search by a member institution returns only the existence or absence of a record for that student at a particular school. The decision to release additional information rests with the record holder, thereby preserving institutional control over all records. This subparagraph and any references to the Maxient Network within this Agreement are void if Customer explicitly "opts out" of the Maxient Network, which is indicated at the beginning of this Agreement, *supra*.

c) Technical Support. Customer will receive ongoing reviews of their Maxient System, updates to support changes to the System, and troubleshooting of errors for no additional charge. Maxient will provide direct electronic mail, telephone, and online technical support for up to three (3) individuals specified by the Customer. Additionally, a 24-hour, 7-day a week telephone number will be available for reporting of emergency situations.

d) Training. Maxient will provide a one-time, initial, comprehensive, on-site training in the use and maintenance of the Maxient System for Customer's staff that will utilize the Maxient System. Customer will provide Maxient with a list of expected attendees no later than one week prior to the scheduled training. Customer acknowledges that the ability to conduct the on-site training is contingent upon Customer furnishing Maxient with the necessary startup materials in a timely manner. The training will be conducted at Customer's location and for approximately one half day at a date and time mutually agreed upon by Maxient and Customer and confirmed via electronic mail. Once the date and time are confirmed, any changes to that appointment will necessitate Customer reimbursing Maxient for all non-refundable travel expenses already incurred. This includes changes necessitated by Customer having not furnished Maxient in a timely manner with the materials necessary to set up the system. All costs of the training, including travel, meals, and printed materials, are included in the On-Site Training Fee specified at the beginning of this Agreement, *supra*. Customer acknowledges that the On-Site Training Fee is non-refundable.

e) Backup. Data stored in the customer's Maxient System will be backed up and encrypted nightly. This encrypted backup will then be transmitted over a secure channel to a geographically separate server (located in Seattle, Washington, as of the date of this Agreement) for storage. Backups will be retained on a rolling seven (7) day cycle.

f) Data Migration. If data migration is requested at the beginning of this Agreement, *supra*, Customer will be responsible for providing Maxient the existing data as an electronic export that conforms to Maxient's migration template specifications. Maxient will create customized data import routines for Customer's legacy data, thereby allowing those records to be accessible and manageable from within the Maxient System. Customer acknowledges that fees associated with the migration of legacy data are non-refundable.

g) Implementation. The implementation process will consist of Maxient's customization of its software to fit the specific needs of Customer. Customer is obligated to provide Maxient with all information necessary for the integration of its specifications into the software at the earliest point possible during the implementation period. Customer further agrees to remain in regular communication as needed with Maxient to ensure a successful implementation. Conditioned upon Customer's fulfillment of its above named obligations, the implementation period shall commence upon the signing of this agreement by both parties and be completed by no later than eight (8) weeks following. Customer understands that the services, as outlined in subparagraph (a), *supra*, can only be provided in full upon successful completion of the implementation.

h) Termination of Services. Upon termination of services, student records data from the Customer's current Maxient System will be made available to the Customer in a delimited flat-file format along with all associated documents on disc. None of Customer's records or confidential information will be retained by Maxient. The site of Customer's previous data on the Maxient System will be overwritten and rendered unrecoverable using the most current accepted industry standard practices for doing so. Customer shall immediately return to Maxient all documentation and confidential materials provided under this Agreement and certify that no copies of said materials have been retained.

i) Fees. All fees, their amounts, and the dates upon which they are due to Maxient by Customer are listed at the beginning of this Agreement, *supra*. Unless otherwise stated at the beginning of this Agreement, *supra*, the Annual Service Fee covering service for the first twelve (12) months of the Initial Term of this Agreement (as defined in paragraph 2, *infra*) is due by the Service Start Date listed at the beginning of this Agreement, *supra*. Subsequent Annual Service Fee payments will be due at the start of each subsequent 12-month period, unless otherwise stated at the beginning of this Agreement, *supra*. At the conclusion of the Initial Term of this Agreement, Maxient reserves the right to increase an Annual Service Fee by no greater than eight percent (8%) over the Annual Service Fee paid during the prior term, provided that Maxient notify Customer in writing of any change to the Annual Service Fee amount with not less than sixty (60) days notice prior to the date on which such Annual Service Fee will be due under this Agreement.

2) TERM OF AGREEMENT.

This Agreement shall be binding upon execution of both parties and extend for the Initial Term from the Service Start Date, both of which are defined at the beginning of this Agreement, *supra*. Continuation of the service will automatically renew in periodic twelve (12) month terms, beginning on the date immediately following the conclusion of the Initial Term ("the Automatic Renewal Date") and on that same calendar date in each subsequent year. Subsequent renewals may be prevented through a timely termination of this Agreement, which requires a minimum thirty (30) days written notice by the cancelling party to the other party, and will effectively terminate this Agreement on the Automatic Renewal Date that most nearly follows by thirty (30) or more days the date of the written notice of timely termination. An early termination, defined as a termination of this Agreement requested to go into effect prior to the conclusion of the Initial Term or subsequent twelve (12) month term, when initiated by the Customer, will require written notice and a payment of the lesser of (a) a cancellation fee by Customer to Maxient, equal to the amount of the contemporaneous Annual Service Fee; or (b) Customer's full performance for the period remaining in the Initial Term or, if the Initial Term has been completed, the period remaining in the subsequent twelve (12) month period. Early termination initiated by Maxient will require a refund to Customer of all Annual Service Fee money paid within the twelve (12) months preceding the termination.

3) GENERAL PROVISIONS.

- a) Confidential Information. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including Customer's institutional information; student and personnel data; Maxient's screens, documentation, forms, software, methods, and customer lists; and, to the extent allowed by law, the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and with due care. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information. Customer further acknowledges that knowingly or negligently sharing Confidential Information or access to the Maxient System with any person or entity who Customer knows or reasonably should know to be a business competitor of Maxient constitutes an act of bad faith and wanton breach of this Agreement.
- b) FERPA Compliance. Maxient agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Maxient shall not use or disclose confidential information received from or on behalf of Customer (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Customer. Maxient agrees not to use confidential information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Agreement, Maxient shall return all confidential information to Customer or, if return is not feasible, destroy any and all confidential information. If Maxient destroys the information, it shall provide Customer with a certificate confirming the date of destruction of the data. Maxient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted confidential information received from, or on behalf of Customer or its students. These measures will be extended by contract to all subcontractors used by Maxient. Maxient shall, within one day of discovery, report to Customer any use or disclosure of confidential information not authorized by this agreement or in writing by Customer. Following this report, Maxient will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Maxient will furnish a confidential written report to Customer indicating the results of the investigation, what Maxient has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Maxient has taken or shall take to prevent future similar unauthorized use or disclosure.
- c) Intellectual Property. Except as otherwise provided herein, Maxient has all right, title, and interest to all types of intellectual property, including but not limited to new forms and form modifications, software, trademarks, and other inventions or technical knowledge protected under patent, copyright, and/or trade secret law ("Intellectual Property"), conceived, discovered, and/or developed, in whole or in part, by Maxient in the performance of this Agreement. Customer recognizes that Maxient is the sole owner and author of said intellectual property and agrees that any attempt to reproduce, redistribute, or claim authorship of Maxient's intellectual property is in violation of this Agreement. Customer further assumes liability for any costs or legal fees arising out of a meritorious claim by Maxient against Customer, its agents or assigns, to assert Maxient's authorship under applicable law.
- d) Limited License. Subject to the terms of this Agreement, Maxient grants Customer a limited, non-exclusive, nontransferable license to use Maxient's relevant Intellectual Property during the term of this Agreement solely for Customer's own internal purposes. Customer shall not sell, market, rent, or re-license any aspect of the Intellectual Property. Customer obtains no ownership rights or any other rights in the Intellectual Property, other than those specified herein. Customer grants Maxient a license to use Customer's non-confidential information (e.g., statistical information) on a consolidated basis as part of Maxient's overall statistics for marketing and/or analytical purposes. Additionally, Customer's records may be used to the extent necessary for inclusion in the Maxient Network (described in paragraph 1, subparagraph (b), *supra*).
- e) Transferability. Neither party may transfer, assign, or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party.
- f) Independent Contractor. The relationship of Maxient and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iii) otherwise give rise to fiduciary obligations between the parties.
- g) Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

h) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or representations, oral or written. In the event that, for any reason, any clause or provision of this agreement is held or declared to be invalid, illegal, or unenforceable, such holding or declaration shall not in any way affect the reliability or enforceability of any other clause or provision of this Agreement. Except as otherwise provided herein, this Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. The titles of paragraphs and subparagraphs are for convenience only and are not to be used in construing any term herein. The parties agree that should any action be brought under law arising out of the terms of this Agreement, they shall bring such action in a court that lawfully exercises jurisdiction over Maxient's principal place of business at the time such action is commenced.

4) WARRANTIES, RESPONSIBILITIES, AND LIMITATIONS.

a) Limited Warranty. Maxient warrants that (i) Maxient will not share any records processed and stored by the Customer within Maxient's system to any other person or entity (with the exception of the methods set forth, *supra*, regarding the Maxient Network), and (ii) Maxient will use commercially reasonable efforts to fulfill its obligations under this Agreement. Maxient does not warrant that its Services are or will be error free. Maxient further does not warrant that its electronic files containing information pertaining to Customer and/or Customer's students are not susceptible to intrusion, attack, or computer virus infection, but given the confidential nature of much of this data, Maxient will use commercially reasonable efforts to insure and safeguard the security of this data. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, MAXIENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

b) Immediate Remedies. For any breach of the warranties set forth above, Customer's immediate remedy shall be correction of the errors that cause the breach, or if Maxient is unable to provide Services as warranted, Customer shall be entitled to credit for the fees for the non-performing Services for the period of nonperformance.

c) Customer's Responsibility. Customer is solely responsible for determining the scope and extent of the Services provided by Maxient, and Customer is entirely responsible for reviewing the Services provided by Maxient on Customer's behalf to ensure compliance with Customer's procedures. Maxient carries out procedures specified solely by Customer, and Maxient expressly denies all liability arising from Customer's procedures including, but not limited to, Customer's adjudication methods. Maxient makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, Maxient reserves the right to refuse to implement such procedures or criteria. To the extent permitted by applicable law, Customer will be responsible for its employees' negligence, Maxient's implementation of Customer's procedures in accordance with this Agreement, the violation by Customer's procedures of any applicable statutory or regulatory requirements, or a claim by any third party, including but not limited to Customer's students or employees, arising from Customer's procedures or the acts or omissions of Customer's employees or agents.

d) Maxient's Limited Liability. Customer agrees that regardless of the form of any claim Customer may have under this Agreement or otherwise, Maxient's liability for damages to Customer will not exceed the coverage provided by Maxient's General Liability and Errors and Omissions insurance policies at the time of the claim. Maxient warrants that it will maintain said insurance, which shall provide coverage for damages attributable to its failure to abide by the provisions of this agreement, in an amount not less than ten (10) times the Annual Service Fee paid by Customer under this Agreement for the twelve (12) months immediately preceding the date on which the claim arose. Maxient shall provide proof of such coverage upon Customer's reasonable request. Maxient will not be liable for damages arising from any breach, unauthorized access, misuse of, or intrusion into the Customer's data residing on Maxient's equipment, unless Maxient is solely responsible for said breach, unauthorized access, misuse, or intrusion. MAXIENT WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF MAXIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Authorized Customer Signature

Date

Maxient Signature

Date

Printed Name

Printed Name

**AGENDA ITEM #IX-D-4
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD**

PAYMENT OF BILLS AND AGENCY FUND REPORT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approve the following resolution for the payment of the September 2010 bills.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 273438 through 274424 amounting to \$1,151,245.19 and Automated Clearing House (ACH) debits W0000070 through W0000073 amounting to \$169,376.29 and Electronic Refunds of \$44,389.82 with 6 adjustments of \$886.10 such warrants amounting to \$1,364,125.20. Transfers of funds for payroll amounted to \$690,103.72.

BOARD ACTION: _____

**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, September 30, 2010**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$258,958.19	\$1,250.00	\$600.00	\$259,608.19
FIFTH THIRD	17,857.56	0.00	0.00	17,857.56
UNION LOAN AND SAVINGS	167,416.80	0.00	0.00	167,416.80
TOTAL ASSETS	\$444,232.55	\$1,250.00	\$600.00	\$444,882.55
1010 HCC ORCHESTRA	\$57.00			\$57.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	924.31			924.31
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	72,400.00			72,400.00
1017 HCC ROAD AND LOT	94,969.96			94,969.96
1018 YMCA ROAD AND LOT	89,970.73	416.67		90,387.40
1019 YMCA BLDG/MAINT	32,064.59	833.33	300.00	32,597.92
1020 HCC BLDG/MAINT	44,338.82		300.00	44,038.82
1021 YMCA/HCC INTEREST	91,649.58			91,649.58
1022 HCC SECTION 125 PLAN	17,857.56			17,857.56
TOTAL	\$444,232.55	\$1,250.00	\$600.00	\$444,882.55

**AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11**

**TREASURER'S REPORT
STATEMENTS OF REVENUE, EXPENDITURES &
CHANGES IN FUND BALANCE**

- As of September 30th, we are 25% of the way into FY'11.
- The FY'11 reports have been updated to include the permanent budget amounts.
- Local tax payments have been received from the County Treasurers' offices, as reflected in the "local taxes" line items in the funds for which we levy.
- At this time last year, Tuition & Fees revenue in both the Operating Funds and the Restricted Purpose Fund were at 52% and 49% of the actual year end revenue, respectively. As of September 30th of this fiscal year, Tuition & Fees in each fund are at 53% and 51%, respectively.
- Due to the timing of the October Board meeting, an estimate for the cost of September medical insurance premiums, which is included in the Employee Benefits line item in the appropriate funds, was made. Actual costs are posted around the middle of each month.
- Expenditures in the Operations and Maintenance, Restricted Fund include costs for the intercom/public address system, as well as the energy efficiency projects (solar panels on the roof of Building S, Loop Road lighting, and parking lot lighting). These are both Protection, Health, and Safety projects.
- Bookstore sales at this point in time last year were about 48% of the actual year end revenue. As of September 30th of this fiscal year, bookstore sales are about 56% of the amount budgeted. The increase in sales levels is attributable to changes made in the bookstore such as a rental program for selected textbooks.
- In the Restricted Purpose Fund, the State still owes the College about \$50,000 from FY'10 funding and has not yet made payments on FY'11 awards. The State owes the College about \$165,000 in unrestricted funding from FY'10, which is included in the Operating Funds.

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE
FY'11

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$6,635,745	\$1,817,491	27.4%
Credit Hour Grants	1,345,574	107,131	8.0%
Equalization	344,555	-	0.0%
ICCB Career/Tech Education	60,000	-	0.0%
CPP Replacement Tax	325,000	6,380	2.0%
Dept. of Educ.	38,600	10,302	26.7%
DCEO	137,700	34,221	24.9%
Other Federal Sources	20,700	-	0.0%
Tuition & Fees	5,649,000	3,025,209	53.6%
Sales & Services	39,950	7,173	18.0%
Facilities Revenue	49,430	7,809	15.8%
Interest on Investments	10,000	63	0.6%
Non-Govt. Gifts, Grants	448,888	13,107	2.9%
Miscellaneous	1,391	453	32.6%
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Total Revenue	\$15,106,533	\$5,029,339	33.3%
<u>EXPENDITURES:</u>			
Salaries	\$9,493,302	\$1,622,087	17.1%
Employee Benefits	1,741,816	428,561	24.6%
Contractual Services	824,028	283,969	34.5%
Materials & Supplies	990,987	375,251	37.9%
Conference & Meeting	183,438	12,708	6.9%
Fixed Charges	581,540	91,480	15.7%
Utilities	893,483	160,102	17.9%
Capital Outlay	56,734	5,271	9.3%
Other Expenditures	248,699	(10,100)	-4.1%
Contingency	87,506	-	0.0%
Transfers In	(45,000)	-	0.0%
Transfers Out	50,000	-	0.0%
	-----	-----	-----
Total Expenditures	\$15,106,533	\$2,969,329	19.7%
Excess of Revenues Over Expenditures	\$0	\$2,060,010	
Fund Balance 7/1/10	2,656,007	2,656,007	
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Fund Balance 9/30/10	\$2,656,007	\$4,716,017	

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

REVENUE:	Budget	Year to-Date	Percent

Local Taxes	\$450,000	\$135,598	30.1%
Bond Proceeds	\$1,750,000	-	0.0%
Interest	-	-	100.0%
Total Revenue	\$2,200,000	\$135,598	6.2%
EXPENDITURES:			

Materials & Supplies	5,000	-	0.0%
Contractual Services	55,010		
Fixed Charges	67,950		
Capital Outlay	2,380,855	455,983	19.2%
Total Expenditures	2,508,815	455,983	18.2%
Excess of Revenues Over Expenditures	(\$308,815)	(\$320,385)	
Fund Balance 7/1/10	\$1,712,206	\$1,712,206	
Fund Balance 9/30/10	\$1,403,391	\$1,391,821	

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11

AUXILIARY ENTERPRISE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

REVENUE:	Budget	Year to-Date	Percent
Tuition and Fees	\$100,000	\$47,291	47.3%
Bookstore Sales	1,553,124	874,998	56.3%
Athletics	49,384	9,444	19.1%
Gifts	-	-	0.0%
Other	197,100	42,741	21.7%
Total Revenue	\$1,899,608	\$974,474	51.3%
EXPENDITURES:			
Salaries	\$267,233	\$46,441	17.4%
Employee Benefits	57,487	10,684	18.6%
Contractual Services	37,760	11,290	29.9%
Materials & Supplies	1,393,227	793,761	57.0%
Conference & Meeting	71,900	4,886	6.8%
Fixed Charges	0	0	100.0%
Capital Outlay	6,950	4,535	65.3%
Utilities	3,096	800	25.8%
Other Expenditures	111,955	26,535	23.7%
Transfers In	(50,000)	-	0.0%
Total Expenditures	\$1,899,608	\$898,932	47.3%
 Excess of Revenues Over Expenditures	 \$0	 \$75,542	
 Fund Balance 7/1/10	 \$36,354	 \$36,354	
 Fund Balance 9/30/10	 \$36,354	 \$111,896	

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11

RESTRICTED PURPOSE FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
ICCB Restricted Grants	\$49,616	\$0	0.0%
Vocational Education	161,993	-	0.0%
Adult Education	250,233	-	0.0%
Other Illinois Sources	205,684	-	0.0%
Department of Education	4,274,231	779,443	18.2%
DCEO	2,921,080	750,227	25.7%
RSVP	64,764	2,549	3.9%
Other Federal Sources	291,557	-	0.0%
Tuition & Fees	405,000	207,715	51.3%
Sales & Service Fees	13,200	13,074	99.0%
Interest	16,019	19,519	121.8%
Non-govt. Gifts, Grants	13,000	-	0.0%
Other	197,468	281	0.1%
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Total Revenue	\$8,863,845	1,772,808	20.0%
<u>EXPENDITURES:</u>			
Salaries	\$1,850,929	\$374,300	20.2%
Employee Benefits	420,532	94,266	22.4%
Contractual Services	381,310	42,225	11.1%
Materials & Supplies	170,460	149,738	87.8%
Conference & Meeting	178,907	40,063	22.4%
Fixed Charges	87,366	18,154	20.8%
Utilities	20,082	2,856	14.2%
Capital Outlay	79,280	500	0.6%
Other Expenditures	2,369,748	700,588	29.6%
Financial Aid	3,513,072	696,949	19.8%
Transfers In	-	-	0.0%
Transfers Out	-	-	0.0%
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Total Expenditures	\$9,071,686	\$2,119,639	23.4%
Excess of Expenditures Over Revenue	(\$207,841)	(\$346,831)	
Fund Balance 7/1/10	<u>2,065,729</u>	<u>2,065,729</u>	
Fund Balance 9/30/10	\$1,857,888	\$1,718,898	

AGENDA ITEM #X-A
 OCTOBER 12, 2010
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY'11
 AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended September 30, 2010

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$44,024	\$15,251	34.6%
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Total Revenue	\$44,024	15,251	34.6%
EXPENDITURES:			

Contractual Services	\$45,000	\$22,500	50.0%
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Total Expenditures	\$45,000	22,500	50.0%
Excess of Revenues Over Expenditures	(\$976)	(\$7,249)	
Fund Balance 7/1/10	\$27,355	\$27,355	
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Fund Balance 9/30/10	\$26,379	\$20,106	

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11

BOND AND INTEREST FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$777,907	\$154,432	19.9%
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Total Revenue	\$777,907	\$154,432	19.9%
EXPENDITURES:			

Fixed Charges	\$592,576	\$0	0.0%
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Total Expenditures	\$592,576	\$0	0.0%
Excess of Revenues Over Expenditures	\$185,331	\$154,432	
Fund Balance 7/1/10	\$310,391	\$310,391	
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Fund Balance 9/30/10	\$495,722	\$464,823	

AGENDA ITEM #X-A
OCTOBER 12, 2010
HIGHLAND COMMUNITY COLLEGE BOARD
FY'11

LIABILITY, PROTECTION, AND SETTLEMENT FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2010

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$1,096,607	\$318,915	29.1%
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Total Revenue	\$1,096,607	\$318,915	29.1%
EXPENDITURES:			

Salaries	\$200,283	\$42,714	21.3%
Employee Benefits	365,533	175,899	48.1%
Contractual Services	400,780	209,138	52.2%
Materials & Supplies	-	-	100.0%
Conference & Meetings	6,000	804	13.4%
Fixed Charges	133,547	119,385	89.4%
Contingency	25,000	-	0.0%
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Total Expenditures	\$1,131,143	\$547,940	48.4%
Excess of Revenues Over Expenditures	(\$34,536)	(\$229,025)	
Fund Balance 7/1/10	\$718,308	\$718,308	
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Fund Balance 9/30/10	\$683,772	\$489,283	