

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Board of Trustees Meeting

August 18, 2009 – 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. **PUBLIC HEARING CONCERNING THE INTENT OF THE COLLEGE TO SELL WORKING CASH FUND BONDS**
- IV. Approval of Minutes: July 21, 2009 Audit Committee Meeting
July 21, 2009 Budget Work Session and Regular Meeting
- V. Public Comments
- VI. Introductions
- VII. Foundation Report
- VIII. Consent Items
 - A. Academic
 - B. Administration
 1. Authorization for Submission of Annual Audit to the Illinois Community College Board (Page 1)
 2. Appointment of Voting Delegate to the Association of Community College Trustees Leadership Congress 2009 (Page 2)
 - C. Personnel (None)
 - D. Financial (None)
- IX. Main Motions
 - A. Academic (None)
 - B. Administration (None)
 - C. Personnel
 1. Temporary Appointment: Nursing Instructor (Page 3)
 - D. Financial
 1. Transfer of Interest (Page 4)
 2. Agreement for Provision of Mental Health Assessments (Page 7)

3. Consideration and Action on a Resolution Retaining First Midstate as Underwriter and Chapman and Cutler LLP as Bond Counsel for a Potential Project (Page 15)
4. Payment of Bills and Agency Fund Report (Page 18)

X. Reports

- A. Treasurer's Report: Statements of Revenue, Expenditures and Changes in the Fund Balance (Page 20)
- 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
- C. Probable, Imminent or Pending Litigation

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
 1. Faculty Contract (Handout)
- C. Probable, Imminent or Pending Litigation

XIV. New Business

XV. Dates of Importance

- A. Next Regular Board Meeting – September 15, 2009 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228) in the Highland Community College Student/Conference Center (Budget Work Session begins at 3:00 p.m.)
- B. Next Quarterly Board Retreat – September 2, 2009 at 8:30 a.m. at Pinecrest Community, Mt. Morris, Illinois (breakfast available at 8:00 a.m.)

XVI. Adjournment

**AGENDA ITEM #VIII-B-1
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUTHORIZATION FOR SUBMISSION OF ANNUAL AUDIT
TO THE ILLINOIS COMMUNITY COLLEGE BOARD**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorize the Audit Committee of the Board to review the FY'09 annual audit and authorize submission to the Illinois Community College Board prior to the October 15, 2009 deadline.

BACKGROUND: The Illinois Community College Board requires that community colleges submit an annual audit each year by October 15. A draft of the FY'09 audit is not expected to be available until mid-September. At that time, the Audit Committee will meet with the auditors to review the draft and authorize submission to ICCB in order to meet the deadline.

Representatives from Lindgren, Callihan, Van Osdol, and Co., Ltd. will review the audit with the full Board at the October 20, 2009 regular meeting.

BOARD ACTION: _____

**AGENDA ITEM #VIII-B-2
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT OF VOTING DELEGATE TO THE
ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
LEADERSHIP CONGRESS 2009**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees appoint Mrs. Diane Gallagher, Trustee, to serve as the voting delegate at the Association of Community College Trustees (ACCT) Community College Leadership Congress 2009 in San Francisco, California, October 7 – 11, 2009. It is further recommended that Mr. Robert B. Urish, Trustee, serve as the alternate delegate, if Mrs. Gallagher is unable to fulfill this responsibility.

BACKGROUND: ACCT requires that the Board appoint a voting delegate for the annual convention. Mrs. Gallagher fulfilled this responsibility the last four years. She currently serves as chair of the ICCTA Awards Committee and as an Associate Member of the ACCT Public Policy Committee.

BOARD ACTION: _____

**AGENDA ITEM #VIII-C-1
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

**TEMPORARY APPOINTMENT
NURSING INSTRUCTOR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the temporary appointment of Ms. Chrislyn Senneff as full-time Nursing Instructor in the Nursing Department beginning August 13, 2009, at an FY'09 salary of \$60,147 plus appropriate fringe benefits (MSN+0, 8 years experience). Since the FY'10 faculty union contract has not yet been negotiated, this salary is based on the FY'09 salary schedule and is within the FY'10 budget. This appointment is necessary due to the resignation of a full-time Nursing Instructor and other staffing needs.

BACKGROUND: Ms. Senneff has been employed by Highland Community College as a part-time clinical nursing instructor for four years. She began working with LPN students and after obtaining her MSN has transitioned to working with RN students as well. She has been a registered professional nurse for the past 12 years and has worked in a variety of settings including OB, pre-natal, adult cardiac care, and the Emergency department. She has worked as a prenatal instructor for FHN Hospital and also taught prenatal classes to expectant adolescents at the Stephenson County Health Department.

Ms. Senneff obtained her Associate Degree in Nursing from Highland Community College, and was the recipient of Highland's School of Nursing Excellence Award. She went on to obtain a Bachelor of Science in Nursing degree from Benedictine University in Lisle, and a Master's degree in Nursing Education from St. Anthony College of Nursing. For her Master's project she developed a comprehensive, family-focused program aimed at providing innovative pediatric healthcare, safety and positive parenting topics for Crusader Community Health. Portions of this program are being considered for the "Rockford Children's Promise," a city-wide project, the goal of which is to break the cycle of generational poverty by supporting children and families, and encouraging education from pre-school through the college years. She is an active member of the Association of Women's Health Obstetric and Neonatal Nurses (AWHONN), Nurse Educators of Illinois, Kappa Gamma Pi and Sigma Theta Tau International. Ms. Senneff has a demonstrated commitment to Highland's nursing program and its students. Her experience and commitment to Highland make her an ideal candidate to teach full-time in our Nursing Department.

BOARD ACTION: _____

**AGENDA ITEM #IX-D-1
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

TRANSFER OF INTEREST

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approve this resolution providing for the transfer of interest from the Working Cash Fund to the Educational Fund for general purposes, in the amount of \$56,175.05 for FY'09, under 110 ILCS 805/3-33.6 of the Public Community College Act of the State of Illinois.

BACKGROUND: The law states that monies earned as interest from the investment of the working cash fund, or any portion thereof, may be transferred from the Working Cash Fund to the Educational Fund or Operations and Maintenance Fund of the district without any requirement of repayment to the Working Cash Fund, upon the authority of the Board by separate resolution directing the treasurer to make such transfer and stating the purpose therefor.

BOARD ACTION: _____

**BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE DISTRICT 519**

**RESOLUTION AUTHORIZING TRANSFER OF INTEREST
FROM WORKING CASH FUND TO EDUCATIONAL FUND
FOR GENERAL PURPOSES**

WHEREAS, Community College District 519, Stephenson, Ogle, Jo Daviess and Carroll Counties, Illinois (the “District”) is presently authorized pursuant to Section 3-33.6 of the Public Community College Act, 110 ILCS 805/3-33.6, to transfer monies earned as interest from the investment of the Working Cash Fund, or any portion thereof, to the Educational Fund of the District; and

WHEREAS, the Working Cash Fund of the District presently contains interest earnings in an amount not less than \$56,175.05, which the District desires and intends to transfer to the Educational Fund for general purposes.

NOW, THEREFORE, be it and it is hereby resolved by this Board of Trustees of Community College District 519, Stephenson, Ogle, Jo Daviess and Carroll Counties, Illinois as follows:

Section 1: The recitals to this resolution are found and determined to be true and correct and are incorporated by reference herein.

Section 2: The Treasurer of the District is hereby authorized and directed to transfer interest earnings in the amount of \$56,175.05 from the Working Cash Fund to the Educational Fund of the District, which transfer of funds shall not be subject to repayment and shall be used for general purposes, including but not limited to supporting instructional programs.

Section 3: This Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of August, 2009, by the following roll call vote upon the motion of _____, seconded by _____.

YES: _____

NO: _____

ABSENT: _____

President, Board of Trustees

Attest:

Secretary, Board of Trustees

**AGENDA ITEM #IX-D-2
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

**AGREEMENT FOR PROVISION OF
MENTAL HEALTH ASSESSMENTS**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approve the agreement between Highland Community College and FHN Family Counseling Center for the provision of student mental health assessments, consultation and training at a rate of \$85.00/hour for a minimum of five hours per week and a maximum of 10 hours per week while classes are in session during the Fall 2009 and Spring 2010 semesters.

BACKGROUND: Highland Community College recently followed a request for proposals (RFP) process for the provision of mental health services on the Highland campus. This agreement will allow us to provide free assessment services for students and increase our capacity for consultation and training related to student mental health concerns.

The attached service provision agreement stipulates that a qualified mental health professional (QMHP) will be located on Highland's campus five to 10 hours per week while classes are in session for the Fall 2009 and Spring 2010 semesters. This agreement has been incorporated into the College's risk management plan. Attached release and informed consent forms (Exhibit A and Exhibit B), in addition to an HCC referral form, will allow the QMHP to execute services and communicate with appropriate Highland staff regarding concerns, attendance at appointments and student progress while remaining compliant with the FERPA Act.

This agreement will be evaluated at the end of the Spring 2010 semester and may be extended.

BOARD APPROVAL: _____

SERVICE PROVISION AGREEMENT

Between FHN FAMILY COUNSELING CENTER and HIGHLAND COMMUNITY COLLEGE

Highland Community College (“HCC”) and FHN Family Counseling Center (“Center”) enter into this Agreement for the Center to provide: (a) mental health assessment services, (b) crisis intervention, and (c) faculty/staff training on the HCC Campus. This Agreement shall commence on the 17th day of August, 2009, and expire on the 14th day of May, 2010.

HCC WILL:

- Pay Eighty-Five Dollars (\$85.00) per hour not to exceed ten (10) hours per week for the services of a Qualified Mental Health Professional (“QMHP”); however, in the event of a Catastrophic Situation (as defined below), the hours and reimbursement for the hours may exceed the ten (10) hours per week;
- Provide a calendar of the college semester including days classes are in session and holidays;
- Provide the QMHP access to an HCC E-mail Account with electronic calendar, private telephone, office space, computer, and a locked filing cabinet during the hours the QMHP is present on campus;
- Coordinate and schedule individual student meetings for the Center staff during work hours on HCC’s Campus;
- Provide access to a copier;
- Provide a written waiver form following FERPA Guidelines that allows HCC to receive risk, assessment, and progress reports from the Center; and
- Meet mid-contract with the Center’s administrators to discuss the Agreement and service provision for possible improvement revisions.

CENTER WILL:

- Provide a qualified, consistent (barring turnover) staff person who has knowledge of college student issues and stressors to be available to HCC Students, Staff and Faculty, and work to develop relationships within the College Community;
- Provide a schedule of work hours during the time classes are scheduled;
- Provide (in the following priority order) individual mental health and crisis assessments for HCC Students; consult with members of the HCC Faculty and Staff for the purposes of discussing concerns about HCC’s Students; participate in Behavioral Intervention Team meetings and provide consultation to the group; plan, develop and deliver trainings and informational in-service sessions

for faculty, staff and HCC Students as determined in collaboration with the HCC Behavioral Intervention Team Members and Administrators;

- Refer students for crisis intervention and referral services;
- Inform students of the options for obtaining mental health services in the local area and make available information about local service providers including the Center. Explain payment options as needed upon referral to improve access to services;
- Obtain a written Release in the form attached as Exhibit “A”, in accordance with HIPPA Guidelines, and the Illinois Mental Health and Confidentiality Act that allows the Center to communicate with HCC about a student’s progress or referral;
- Prior to providing individual mental health and crisis assessments for HCC Students, obtain an Informed Consent in the form attached as Exhibit “B”;
 - **NOTE:** The Illinois Statutes allow providers to:
 - Provide five (5) forty-five (45) minute outpatient counseling sessions to any minor student, aged 12 through 17, at the Center without parental or guardian consent at no cost to the minor student and/or the minor student’s parents or guardian, and without disclosure to the minor student’s parents or guardian pursuant to 405 ILCS 5/3-501, unless consented to by the minor student;
- Purchase and maintain the malpractice insurance coverage required to provide these services;
- Meet mid-contract with HCC administrators to discuss the agreement and service provision for possible improvement revisions;
- Act as an immediate responder to provide mental health services on campus in the event that HCC would experience a catastrophic situation affecting the campus community. Catastrophic Situation shall be defined as: Emergency or Disaster Response (“Catastrophic Situation”) ; however, in such Catastrophic Situation, FHN’s disaster protocol and plan (“FHN’s Disaster Plan”) would take precedence over HCC’s disaster protocol and plan, and Center’s employees would be required to follow FHN’s Disaster Plan. In the event a Catastrophic Situation would occur, the Center cannot guaranty that the responder(s) would be the same consistent, individual providing services to HCC; and
- Consult with HCC administrators to assist in the development of an emergency response plan for the provision of mental health services should HCC experience a catastrophic event. Provide assistance in the coordination of such services with other providers should an event take place.

OWNERSHIP OF MEDICAL RECORDS

HCC and Center agree as follows:

- a. Any records documenting interventions performed by the Center’s Staff on the HCC Campus shall be owned jointly by HCC and the Center. HCC will maintain the records in a

locked file cabinet for a period of seven (7) years with Center's QMHP having access to the records at all times; and

- b. In the event a patient is referred to the Center for further treatment, the records shall be owned and maintained by the Center for a period of seven (7) years at Center's facility. HCC will be permitted access to these records provided the appropriate Release has been signed by the patient allowing HCC to have access to the records.

INVOICING AND PAYMENT FOR SERVICES

HCC will be invoiced a minimum of quarterly including hours worked and a general description of services provided. Invoices will be sent to the following individual at the following address:
Highland Community College, 2998 West Pearl City Road, Freeport, IL 61032.
Services shall be paid for by HCC to Center within thirty (30) days of invoicing.

NOTICES

Notices required herein shall be considered effective when delivered in person or when sent by United States Mail, postage prepaid, return receipt requested, and addressed to:

HCC:

Highland Community College
Attention: Associate Vice President of Student Services
2998 W. Pearl City Road
Freeport, Illinois 61032

CENTER:

FHN Family Counseling Center
Attention: Executive Vice President of Behavioral Healthcare
421 W. Exchange Street
Freeport, Illinois 61032

GOVERNING LAW

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of the State of Illinois without regard to its choice of

law rules. Stephenson County, Illinois, shall be the sole and exclusive venue for any proceeding as between the parties in connection with this Agreement.

INDEMNIFICATION

HCC and Center agree to indemnify and hold harmless each other, and their respective employees and agents, against any and all liability, losses or damages or any expenses whatsoever as a result of claims, demands, damages, costs or judgments against HCC or Center that may arise in connection with the terms and conditions of this Agreement.

HIGHLAND COMMUNITY COLLEGE

BY: _____

Print Name: Joe M. Kanosky, Ph.D.

As: President

Date: _____

FHN FAMILY COUNSELING CENTER

BY: _____

Print Name: Daniel E. Neal

As: Executive Vice President of Behavioral Healthcare

Date: _____

Exhibit "A" – Release

Exhibit "B" – Informed Consent

