

HIGHLAND COMMUNITY COLLEGE

District #519

AGENDA

Board of Trustees Meeting

April 24, 2017

Robert J. Rimington Board Room (H-228)

Highland Community College Student/Conference Center

Freeport, Illinois

3:00 p.m. Ceremonial Signing of the Reverse Transfer Credit Articulation Project Agreement with Northern Illinois University

4:00 p.m. Regular Meeting

Present Board as Organized

- I. Call to Order/Roll Call
- II. Approval of Minutes: March 1, 2017 Board Retreat
 March 1, 2017 Audit Committee Meeting
 March 13, 2017 Special Meeting
 March 21, 2017 Regular Meeting
- III. Approval of Resolution Declaring Results of Board of Trustees Election Held April 4, 2017 (Handout)
- IV. Comments from Outgoing Trustee
- V. Comments from Outgoing Student Trustee
- VI. Other
- VII. Adjournment Sine Die of Old Board

Organizational Meeting – Convening of New Board

- I. Call to Order/Roll Call
- II. Seating of Newly Elected Trustees
- III. Seating of Newly Elected Student Trustee
- IV. Board Reorganization and Election of Board Officers
 - A. Chair
 - B. Vice Chair
 - C. Secretary
- V. Establishment of the Board Meeting Schedule (Page 1)
- VI. Approval of Agenda
- VII. Public Comments
- VIII. Introductions

- IX. Foundation Report
- X. Consent Items
 - A. Academic
 - 1. CollegeNOW Agreement Between Highland Community College and Freeport School District #145 (Page 1)
 - B. Administration
 - 1. Part-time Instructors, Overload and Other Assignments (Page 2)
 - C. Personnel (None)
 - D. Financial (None)
- XI. Main Motions
 - A. Academic
 - 1. Authorization to Enter into Dual Credit Agreements with CareerTEC, Area High Schools, and Career Centers for the 2017 – 2018 Academic Year (Page 5)
 - B. Administration
 - 1. First Reading – New Policy 1.211: Community College Trustee’s Leadership Training (Page 6)
 - 2. New Job Description: Coordinator, High School Servant Leadership Program (Page 8)
 - 3. Authorization to Enter Into Utility Contracts (Page 11)
 - 4. Second Reading – New Policy 3.27: Sexual Misconduct and Violence (Page 12)
 - C. Personnel (None)
 - D. Financial
 - 1. Interfund Transfer from Restricted Purposes Fund to the Operating Fund (Page 20)
 - 2. Interfund Transfer from Restricted Purposes Fund to the Educational Fund (Page 21)
 - 3. Interfund Transfer from Operations and Maintenance, Restricted Fund to the Educational Fund (Page 22)
 - 4. Interfund Transfer from Auxiliary Fund to the Operating Fund (Page 23)
 - 5. Governet Hosting, Maintenance, and Support Extension Agreement for the CurricUNET System (Page 24)
 - 6. Payment of Bills and Agency Fund Report (Page 28)
- XII. Reports
 - A. Treasurer’s Report: Statements of Revenue, Expenditures and Changes in Fund Balance (Page 30)
 - B. Student Trustee
 - C. Audit Committee Chair
 - D. ICCTA Representative

- E. Board Chair
- F. Administration

XIII. Old Business

XIV. CLOSED SESSION

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

XV. ACTION, IF NECESSARY

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

XVI. New Business

XVII. Dates of Importance

- A. Freeport Area Chamber of Commerce Rise 'n Shine Breakfast, co-sponsored by the Highland Alumni Association and HCC Foundation – May 3, 2017 at 7:30 a.m. – Chemistry Lab, Natural Science Center
- B. Honors Convocation – May 11, 2017 at 7:00 p.m. in the Ferguson Fine Arts Theatre
- C. Graduation – May 13, 2017 at 10:00 a.m.; nursing graduation to follow at 12:30 p.m.
- D. Next Regular Board Meeting – May 16, 2017 at 4:00 p.m. in the Robert J. Rimington Board Room (H-228) in the Student/Conference Center
- E. Next Quarterly Board Retreat – June 7, 2017 at 8:30 a.m. in the Student/Conference Center room H-206 (breakfast available at 8:00 a.m.)

XVIII. Adjournment

**AGENDA ITEM #V
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE**

ESTABLISHMENT OF THE BOARD MEETING SCHEDULE

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees sets its regular meeting date and time as the third Tuesday of the month at 4:00 p.m., with the exception of the April 2019 meeting, which will be held on the fourth Tuesday. All regular meetings of the Board will be held in the Robert J. Rimington Board Room (Room H-228) located on the second floor of the Student/Conference Center on the Highland Community College campus in Freeport, Illinois. Following are the Board meeting dates through the organizational meeting in April 2019:

May 16, 2017	January 16, 2018	January 15, 2019
June 20, 2017	February 20, 2018	February 19, 2019
July 18, 2017	March 20, 2018	March 19, 2019
August 15, 2017	April 17, 2018	April 23, 2019 (4 th Tuesday)
September (no regular meeting)	May 15, 2018	
October 17, 2017	June 19, 2018	
November 21, 2017	July 17, 2018	
December (no regular meeting)	August 21, 2018	
	September 18, 2018	
	October 16, 2018	
	November 20, 2018	
	December (no regular meeting)	

BACKGROUND: The Public Community College Act (110 ILCS 805/3-8) requires that at the organizational meeting of the board, the board "... shall fix a time and place for its regular meetings." 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.

Due to schedule conflicts, there will be no September regular meeting, but required action will be taken at the September 13, 2017, quarterly Board retreat, including a public hearing and approval of the FY18 permanent budget.

BOARD ACTION: _____

**AGENDA ITEM #X-A-1
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**COLLEGENOW AGREEMENT BETWEEN HIGHLAND COMMUNITY COLLEGE
AND FREEPORT SCHOOL DISTRICT #145**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees ratifies and clarifies the CollegeNOW agreement with Freeport School District #145 that was originally presented to trustees for approval at the March 21, 2017, regular meeting.

BACKGROUND: Although the agreement was presented to trustees at the March meeting, it was not formally listed on the agenda, due to an oversight. This action ratifies the action taken at last month's meeting.

BOARD ACTION: _____

**AGENDA ITEM #X-B-1
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

PART-TIME INSTRUCTORS, OVERLOAD, AND OTHER ASSIGNMENTS

RECOMMENDATION OF THE PRESIDENT: That the list of part-time instructors, overload, and other assignments be approved for the Spring semester of 2017.

BACKGROUND: The individuals listed have been certified by the hiring supervisor as having the required training and experience to perform duties or teach courses offered by Highland Community College. Each course is contingent upon appropriate enrollment.

BOARD ACTION: _____

Spring 2017				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Constance	Taylor			Tutor for Project Succeed	TBD		\$19.51	TBD
Lee	Dixon	6938	PERS011ECC	Facebook for Business	3		\$40.00	\$120.00
Cassie	Mekeel	6709	NURS091HBB	BNA		3	\$1,256.45	\$3,769.35
						2.5	\$1,382.10	\$3,455.25
Cassie	Mekeel	6841	NURS121AX	Portion of MA Clinical		0.5	\$1,382.10	\$691.05
						0.18	\$1,507.74	\$271.40
Leanne	Grahame	6710	NURS091XBH	Nursing Asst Clinical	40		\$30.00	\$1,200.00
Joseph	DeParasis	6519	EQUI105HB	Equine Facilities		3	\$535.91	\$680.61*
Joseph	DeParasis	6517	EQUI103HBN	Equine Evaluation		2	\$535.91	\$535.91*
Brian	Dinderman	6433	AGOC224A	Artificial Insemination		2.8	\$464.40	\$1,300.32
Ashley	Harms	6461	ECE206HBN	Creative Activities		3	\$520.91	\$1,562.73
Roger	Hicks	6425	WELD232N	Interm Welding		3.8	\$479.40	\$1,821.72
Bruce	Pittluck	6642	INFT133Y1A	Adv. Word		1	\$535.91	\$444.81*
Bruce	Pittluck	6549	INFT141Y1/142Y1	Int. Excel/Adv Excel		1	\$535.91	\$535.91
Teresa	Vowell	6554	INFT260HB	Computer Animation		3	\$479.40	\$1,438.20
Brandi	Widmer	6533	EQUI143HB	Riding Instruction II		2.33	\$479.40	\$1,117.00
Dagny	Brandt			Assisting with Chamber Singers				\$300.00
Shara	Ibalio	6943	DATP110OCC	Int Computers for Seniors	8		\$25.00	\$200.00
Mark	Peterson	6931	PERS036LCC	WW2 in the Pacific	7.5		\$30.00	\$225.00
Mark	Peterson	6930	PERS036KCC	Volunteering for Natl Parks	1.5		\$15.00	\$22.50
Gary	Price	6923	PERS036JCC	Beg Genealogy	4		\$35.00	\$140.00
Allen	Reed	6937	PERS036RCC	Intro to Beekeeping	5		\$20.00	\$100.00
Michael	Staver	7020	SPTP160MCC	Vegetarian Cooking	9		\$25.00	\$225.00
Michael	Jazo	6962	PERS037ACC	How to Trade Stocks/Bonds	4		\$25.00	\$100.00
Jeremy	Monigold	6556	INFT146Y1	Int Access		1	\$1,382.10	\$276.42*
Jeremy	Monigold	6561	INFT150Y1	MS Office Integration		1	\$1,382.10	\$691.05*
Jeremy	Monigold	7152	OCED290K	Work Pl Exp INFT		4	\$1,382.10	\$590.53*
Bruce	Pittluck	6548	INFT141Y1	Int Excel/Advanced Excel		1	\$535.91	\$535.91
Kay	Sperry	6904	WFD051ECC	AMA Basic Life Support				\$120.00
Pete	Norman			Golf Coach				\$1,256.45
Aaron	Burke			Golf Coach				\$1,256.45
Michael	Staver	7019	PERS037LCC	Tapas Cooking	3		\$25.00	\$75.00
*Pro rated based on enrollment								
Other Assignments								
Dale	Brady			Region IV Tournament 3/2/17 6:00 game				\$ 150.00
Dean	Buckwalter			Scorer's table 7 basketball games in February				\$ 175.00
Brad	Carrell			Region IV Tournament 3/2/17 6:00 game				\$ 150.00
Edward	Draper			Region IV Tournament 3/2/17 8:00 game				\$ 150.00
Kim	Grimes			Scorer's table 10 basketball games in February				\$ 250.00
Jake	Kilberg			Region IV Tournament 3/2/17 8:00 game				\$ 150.00
Don	King			Region IV Tournament 3/2/17 4:00 game				\$ 150.00
Tony	Lasek			Region IV Tournament 3/2/17 8:00 game				\$ 150.00
Andrew	Milton			Region IV Tournament 3/2/17 6:00 game				\$ 150.00
Diane	Navickis			Business Institute instructor				\$ 998.44
Jessica	Oladapo			HCC Diversity training - Professional Development 2/3/17				\$ 500.00
Kim	Ramirez			Medical coding course second installment				\$ 4,140.00

Spring 2017				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Gene	Rayford		Region IV Tournament	3/2/17 4:00 game				\$ 150.00
Edward	Schaffer		Stats for 3 games at Region IV Tournament					\$ 120.00
Jeff	Slattengren		Stats for 6 games at Region IV Tournament					\$ 240.00
Misty	Witt		Scorer's table	10 basketball games in February				\$ 250.00
Rod	Anderson		Region IV Tournament	3/4/17 8:00 game				\$ 150.00
Tom	Fuller		Region IV Tournament	3/4/17 6:00 game				\$ 150.00
Todd	Gilmore		Region IV Tournament	3/2/17 4:00 game				\$ 150.00
Matt	Hanley		Region IV Tournament	3/4/17 3:00 game				\$ 150.00
Chris	Head		Region IV Tournament	3/4/17 8:00 game				\$ 150.00
John	Hodel		Region IV Tournament	3/4/17 6:00 game				\$ 150.00
Rhonda	Mont		Region IV Tournament	3/6/17 5:00 game				\$ 150.00
Dorran	Stewart		Region IV Tournament	3/4/17 3:00 game				\$ 150.00
Leanne	Surmin		Region IV Tournament	3/6/17 5:00 game				\$ 150.00
Scott	Tierney		Region IV Tournament	3/6/17 7:30 game				\$ 150.00
Scott	Tierney		Region IV Tournament	3/4/17 8:00 game				\$ 150.00
Jennifer	Washo		Region IV Tournament	3/6/17 5:00 game				\$ 150.00
Andrew	Williams		Region IV Tournament	3/6/17 7:30 game				\$ 150.00
Tyrone	Williams		Region IV Tournament	3/4/17 1:00 game				\$ 150.00
Kevin	St. John		Region IV Tournament	3/4/17 1:00 game				\$ 150.00
John	Hartman		Piano tuning					\$ 65.00
Deborah	Lischwe		Demographics presentation for Jo Daviess Leadership Forum	2/8/17				\$ 350.00
Christopher	Mays		Region IV Tournament	3/4/17 6:00 game				\$ 150.00
Dean	Buckwalter		Scorer's table	9 games for Region IV Tournament				\$ 360.00
Mau	Cason		Region IV Tournament	3/6/17 7:30 game				\$ 150.00
Kim	Grimes		Scorer's table	9 games for Region IV Tournament				\$ 360.00
Gregory	Gunhus		Region IV Tournament	3/4/17 1:00 game				\$ 150.00
Alegra	Koser		Security guard	3/4/17 12pm-11pm for Region IV Tournament				\$ 220.00
Derrick	McCullough		Region IV Tournament	3/4/17 3:00 game				\$ 150.00
Lindsey	McNamer		Security guard	3/4/17 6pm-11pm for Region IV Tournament				\$ 100.00
Robert	Sutter		Security guard	3/2/17 3pm-11pm for Region IV Tournament				\$ 160.00
Robert	Sutter		Security guard	3/6/17 4pm-10:30pm for Region IV Tournament				\$ 130.00
Randi	Wilken		Security guard	3/4/17 12pm-6pm for Region IV Tournament				\$ 120.00
Pamela	Wilson		Security guard for basketball games	2/25/17, 12pm-6pm				\$ 120.00
Misty	Witt		Scorer's table	9 games for Region IV Tournament				\$ 360.00
Claire	Cifonie		Assisted with Chamber singers					\$ 250.00
Julie	Dale		Ballroom dance instruction					\$ 1,064.00
Diamond	Couch		Filmed	33 basketball games				\$ 330.00
Durson	Durmus		Umpire for	3/19/17 baseball games				\$ 170.00
Craig	Zimmerman		Umpire for	3/19/17 baseball games				\$ 170.00
John	Reed		Softball game assignor					\$ 120.00

**AGENDA ITEM #XI-A-1
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUTHORIZATION TO ENTER INTO DUAL CREDIT AGREEMENTS
WITH CAREERTEC, AREA HIGH SCHOOLS, AND CAREER CENTERS
FOR THE 2017 – 2018 ACADEMIC YEAR**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes the College President to enter into dual credit agreements for the 2017 – 2018 academic year with CareerTEC, Jo Daviess Carroll CTE Academy, Whiteside Area Career Center, and area high schools including, but not limited to, the following: Aquin, Dakota, East Dubuque, Eastland, Forrestville Valley, Freeport, Galena, Lena-Winslow, Milledgeville, Orangeville, Oregon, Pearl City, Pecatonica, River Ridge, Scales Mound, Stillman Valley, Stockton, Warren, and West Carroll.

BACKGROUND: The dual credit agreements represent the ongoing relationship and partnership between Highland Community College and CareerTEC, area school districts, and career centers. Through these agreements, we are able to provide a mechanism that allows high school students to enroll in specific classes at their high school, career center, or Highland Community College and simultaneously earn high school and college credit, as approved by each local district. These agreements conform with the guidelines and directive of the Illinois Community College Board.

BOARD ACTION: _____

AGENDA ITEM #XI-B-1
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD

FIRST READING – NEW POLICY 1.211
COMMUNITY COLLEGE TRUSTEE’S LEADERSHIP TRAINING

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for a first reading the attached new policy 1.211, Community College Trustee’s Leadership Training, which will be included in Chapter I, Board of Trustees, of the Policy Manual.

BACKGROUND: The proposed new policy is required by Public Act 99-0692. The new law includes requirements on the amount of training to be obtained by Trustees and the topics on which Trustees must be trained. Amongst others, training topics include open meetings law, ethics, and financial oversight and accountability audits. Board members’ training completion must be published on the College’s website and certification must be made to the Board Secretary. Training will be only recognized as meeting requirements if provided and/or approved by the Illinois Community College Board or Illinois Community College Trustees Association.

BOARD ACTION: _____

1.211 Community College Trustee's Leadership Training (Adopted)

In accordance with Public Act 99-0692, trustees must complete a minimum of four hours of professional development leadership training during the first, third, and fifth year of his/her term covering topics that shall include, but are not limited to, open meetings law, community college and labor law, freedom of information law, contract law, ethics, sexual violence on campus, financial oversight and accountability, audits, and fiduciary responsibilities of a community college trustee. The College shall maintain on its website the names of all elected or appointed voting trustees of the board who have successfully completed the training, as well as the names of all elected or appointed voting trustees of the board who have not successfully completed the training, as required.

The board member shall certify completion of the required training to the secretary of the board. If a board member does not satisfy all requirements outlined above or the certification indicates that a board member has not completed the training, the secretary shall send a notice to all elected or appointed members serving on the board and the president or acting chief executive officer of the College of that fact.

In order for a community college trustee to obtain credit for training, the program must be offered by the Illinois Community College Trustees Association or a provider approved by the Illinois Community College Board (ICCB). A list of ICCB-approved community college trustee training providers is available at the following link:

https://www.iccb.org/iccb/wp-content/pdfs/Trustee_Training_Approved_Provider_List.pdf

**AGENDA ITEM #XI-B-2
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE**

**NEW JOB DESCRIPTION
COORDINATOR, HIGH SCHOOL SERVANT LEADERSHIP PROGRAM**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached new job description for Coordinator, High School Servant Leadership Program with placement at range 43 on the Highland Salary Range Table. This is a part-time, non-exempt classified position and is included in the budget for FY18.

BACKGROUND: Ms. Kim Pool has served in this position since September 1998. This position has never had an official job description. With the upcoming retirement of Ms. Pool, it was important to develop a regular job description that outlines the position information prior to advertising. The position is being advertised as a 28 hours per week position and was approved for funding in FY18 by the College's Core Cabinet.

This position will continue to oversee the successful High School Servant Leadership Program that provides leadership skill development opportunities for over 100 high school students in northwest Illinois annually. This year, the program celebrates 20 years at Highland. The position establishes learning outcomes and curriculum for the program, develops assessment processes and monitors student progression. The position works with high school administrators and recruits and supports mentors and trainings. The program also supports fundraising efforts on behalf of the program. The program offers a regional project, a summer program and a senior retreat activity annually. The job description was developed by both the current incumbent and supervisor, Liz Gerber. The mentors in the program also provided input before finalizing the job description.

BOARD ACTION: _____

Highland Community College Position Description

TITLE: Coordinator, High School Servant Leadership Program*

GENERAL STATEMENT OF RESPONSIBILITIES: To provide coordination and leadership for the High School Servant Leadership Program.

PRINCIPAL DUTIES: (essential functions)

- Establish learning outcomes and curriculum for the program that meets credit hour compliance standards.
- Develop assessment processes for the program.
- Work with area high school administrations to promote the program and encourage participation.
- Recruit mentors for the program.
- Monitor and assess student progression in the program through face-to-face and technological methods.
- Facilitate mentor development and training.
- Develop and maintain current materials related to the program.
- Recruit qualified trainers to present for the program.
- Facilitate selection of a regional project, summer program, and senior retreat activity.
- Manage the budget allocated to the HSSL program.
- Plan, attend and facilitate meetings as needed to maintain the connection between the College and the program.
- Complete reports required by the College and meet deadlines for grading and registration activities.
- Establish, maintain and assess communication with volunteers and network of mentors.
- With support from the Marketing and Community Relations Department, develop public relations strategies on behalf of the program.
- Facilitate completion of work by delegating to student assistants, volunteers and support staff.
- Support Foundation fundraising efforts on behalf of the program.
- Performs other duties as assigned.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of leadership development practice and theory.
Knowledge of servant leadership philosophy and practices.
Knowledge of effective coaching and mentorships practices
Knowledge of computer hardware and software applications.
Knowledge of budget management.
Knowledge of facilitator and training skills.

Skill in leadership development.

Skill in communicating effectively in writing, and orally in large and small groups.

Skill in operating computer hardware and software applications

Skill in effectively using organization and planning skills, including the use of attention to detail and follow through.

Skill in identifying problems, evaluating alternatives and implementing effective solutions.

Skill in working independently and demonstrating initiative.

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

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 10 pounds.

MINIMUM QUALIFICATIONS: Master's degree required in leadership studies, organizational psychology, or another related degree from the humanities and social science area. Previous experience in leadership programs preferred. Experience with high school students such as teaching, mentoring, coaching or other youth work preferred.

REQUIRED LICENSE/CERTIFICATION: Valid Driver's License.

SECURITY SENSITIVE POSITION: Requires a criminal background check.

REPORTS TO: Vice President, Student Development and Support Services

APPOINTED BY: President.

FLSA CLASSIFICATION: Non-exempt

CLASS CODE: 5110

JOB SERIES/FAMILY: Community and Partnership Series/ Servant Leadership Group

ADOPTED: 04/24/17 *[Pending Board Approval]

**AGENDA ITEM #XI-B-3
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

AUTHORIZATION TO ENTER INTO UTILITY CONTRACTS

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes the Director of Facilities and Safety to enter into utility contracts with prior approval of the President, and that such contracts be presented to Trustees for formal approval at the next regularly scheduled Board meeting.

BACKGROUND: In the past, the Director of Facilities and Safety has investigated costs and procured utilities from providers including execution of multi-year contracts. Board Policy 1.06 now states that the Board of Trustees must “give prior approval for contracts with a duration of more than 3 years or an amount of more than \$25,000”. Due to the volatile nature of utility prices, it is not unusual for providers to require contract offerings to be executed in as little as three days. A contract offering that would allow for approval at the next Board of Trustees meeting could cost the College a substantial amount of money in higher utility rates. The College needs to be poised to act quickly on beneficial utility contract offerings as markets vary to get the lowest price possible by allowing the Director of Facilities and Safety to enter into agreements with utility providers with the approval of the President.

BOARD ACTION: _____

**AGENDA ITEM #XI-B-4
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**SECOND READING – NEW POLICY 3.27
SEXUAL MISCONDUCT AND VIOLENCE**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves for a second reading the attached new policy, 3.27 Sexual Misconduct and Violence, which is recommended for inclusion in Chapter III, Student, of the Policy Manual.

BACKGROUND: The new policy is a requirement of a new law that creates the “Preventing Sexual Violence in Higher Education Act”. All higher education institutions in Illinois must comply with this Act, which prescribes the components that must be included in each institution’s comprehensive policy. Due to concerns about the law, approval of the policy by the Policy Review Committee was not unanimous.

No additions or revisions have been made since Trustees approved the first reading during the March 21, 2017, regular meeting.

BOARD ACTION: _____

Sexual Misconduct and Violence (Approved)

Highland Community College prohibits students, employees, volunteers, or those on College property or those at College events, from engaging in sexual assault, dating violence, domestic violence, and stalking. Such conduct violates the values and principles of our institution and disrupts the learning and working environment for students, faculty, staff, and others. Conduct of students, employees, volunteers, or others on College property or at College events that is in violation of this Policy and reported to the College will be investigated, and where appropriate, result in action by the College.

Highland Community College definitions for the purposes of enacting this policy include:

Sexual Misconduct includes sexual harassment as identified in policy 4.034, sexual assault, domestic violence, dating violence, or stalking.

Consent is an affirmative, unambiguous and freely given agreement to the act of sexual penetration or sexual conduct. Use of alcohol, drugs, or other intoxicants does not diminish one's responsibility to obtain consent. Consent must be knowing and voluntary. To give consent, a person must be awake, of legal age, and have the capacity to reasonably understand the nature of his/her actions. An individual's manner of dress cannot independently provide consent. Consent cannot be given by an individual who is mentally or physically incapacitated through the effect of drugs, alcohol or other intoxicants or for any other reason. Consent cannot be given when it is coerced, forced, or obtained by use of duress, fear, threats, or violence. Consent is not implied by the existence of a prior or current relationship, participation in prior sexual activity, or the lack of any verbal or physical resistance. Consent to engage in sexual activity may be withdrawn at any time and is automatically withdrawn by a person who is no longer capable of giving consent.

Sexual Assault is any type of sexual contact or behavior that occurs without consent of the recipient of the unwanted sexual activity. It also includes sexual acts against people who are unable to consent either due to age, incapacity, or physical or mental disabilities.

Domestic Violence is defined by Illinois law as physical abuse, harassment, forcible actions, or interference with the personal liberty of another family or household member (including but not limited to spouses, former spouses, dating partners, and people who share a home, such as roommates).

Domestic violence can be physical, sexual, emotional, economic, or psychological. It includes any behaviors that are intended to intimidate, manipulate, frighten, terrorize, coerce, threaten, injure, or wound someone.

Dating Violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The nature of dating violence can be physical, emotional, or sexual. Dating violence is a form of domestic violence and is also known as intimate partner violence.

Stalking is committed when a person (a) engages in a course of conduct directed at a specific person, and the conduct would cause that person to fear for his or her safety or the safety of another, or suffer other emotional distress; (b) follows/observes a person on at least two separate occasions and transmits a threat, or causes fear of bodily harm, sexual assault, confinement, or restraint of that person or a family member; or (c) has previously been convicted of stalking and on one occasion follows/observes that same person and transmits a threat of bodily harm, sexual assault, confinement, or restraint to that person or a family member.

Reporting Procedures:

It is the express policy of the College to encourage victims of sexual misconduct, regardless of where the incident occurred, to come forward with such claims. Claims not involving Highland students, employees, volunteers, or not occurring on Highland property, should be reported to law enforcement. In order to permit Highland to perform an investigation of incidents involving students, staff, or those on college property, any incident of sexual misconduct should be reported as follows:

1. Formal Reporting by a Victim or Bystander (third party) Reporting to a College Official:

When a report of an incident of sexual misconduct or violence is made by a student it will be investigated by Liz Gerber, the Title IX Coordinator or a deputy investigator. Reports of incidents by College employees may be made to the Title IX Coordinator or filed electronically. If the Title IX Coordinator is the offending person, reports may be made to the Director of Adult Education (investigator) or the Associate Vice President of Human Resources (investigator) who will investigate the complaint. Incidents can be reported in the following ways:

- Leave a private voice message for the Title IX Coordinator at (815) 599-3531;
- Send a private email to the Title IX Coordinator at liz.gerber@highland.edu;
- Mail a letter to the Title IX Coordinator's office at 2998 West Pearl City Road, Freeport, IL 61032;
- Visit the Title IX Coordinator (although it is best to make an appointment first to ensure availability) in the Marvin-Burt Liberal Arts Center room 101;
- Reporting to another trusted college official (e.g., faculty member, coach, advisor) who will then provide information as required under the Policy to the Title IX Coordinator.
- File a report through the online incident reporting system at <https://publicdocs.maxient.com/incidentreport.php?HighlandCC>

2. Anonymous Reporting:

Anonymous reporting may be made through the College's incident reporting system available on the College web site at:

<https://publicdocs.maxient.com/incidentreport.php?HighlandCC>

The College will investigate anonymous reports, to the extent possible, in an effort to end disruptions of the learning environment and attempt prevent future sexual misconduct.

3. Confidential Reporting:

Individuals who desire to confidentially discuss an occurrence of sexual misconduct, harassment, sexual violence, or stalking, may confidentially report such occurrences to certain individuals. These individuals, unless otherwise required by law to report such matters (e.g. Mandatory Reporters for Abuse/ Neglect under state law) can provide confidential advice and assistance.

Confidential reporting is available through the HCC Counseling Center (Kami Himes, LCPC) during regularly posted hours of operation, by leaving a message at (815) 599-3654 or by email at counseling@highland.edu.

These individuals will listen and identify resources or explain options available to those persons who make a confidential report. They can also supply the individual with information regarding medical care and the range of options available to them for reporting or seeking help from law enforcement. **DISCUSSING OPTIONS WITH THESE INDIVIDUALS DOES NOT CONSTITUTE AN OFFICIAL COLLEGE REPORT AND WILL NOT, ABSENT FURTHER CONSENT AND REPORTING, RESULT IN INVESTIGATION BY THE COLLEGE.**

4. Reporting to law enforcement:

Victims are strongly encouraged to report incidents of sexual misconduct or violence to law enforcement. If requested the College will provide assistance in making reports to law enforcement. Students may also report to a Stephenson County Sheriff's Sargent or Deputy assigned to the campus. Reports will also be made to the Title IX Coordinator by law enforcement assigned to campus. The Stephenson County Sheriff's Sargent/Deputy may be contacted at (815) 599-3652.

5. Reporting to a Community Based Sexual Assault Crisis Center:

In Stephenson County, the crisis hotline is available 24 hours a day, 7 days a week, at

Sexual Assault Crisis Line: 815-232-7200

Domestic Violence Crisis Line: 815-235-1641

1401 Crestwood Dr. Freeport, IL 61032
<http://voicesofsc.org/>

In Jo Daviess County the crisis hotline is available 24 hours a day, 7 days a week, at
Galena Sexual Assault
1-888-707-8155
Galena Domestic Violence
1-815-777-3680
<http://www.riverviewcenter.org/>

In Carroll County the crisis hotline is available 24 hours a day, 7 days a week, at
Mt. Carroll Sexual Assault
1-877-273-7772
Mt. Carroll Domestic Violence
1-815-244-1320
<http://www.riverviewcenter.org/>

The National Domestic Violence Hotline
1-800-799-SAFE (7233)
<http://www.thehotline.org/>

Confidentiality of Complaints and Reports

The College recognizes that victims, witnesses and those accused have reasonable expectations of confidentiality and sensitivity in the investigation of sexual misconduct allegations. The College will endeavor to honor and respect such privacy/ confidentiality within the parameters of the law. For example the Title IX Coordinator or investigator is required to disclose certain information to the alleged victim, complainant, accused or witnesses as necessary to give fair notice of the allegations and to conduct the investigation; to other college officials as necessary for coordinating interim measures or for health, welfare, and safety reasons; and to government agencies who review the college's compliance with federal law. The written investigation report for formal complaints and written decision will be disclosed within seven days of the decision to the alleged victim, complainant, respondent, Title IX Coordinator, and College president, and Vice President for student development. It will be distributed to other college officials as necessary to prepare for subsequent proceedings (e.g., legal counsel or due process hearings).

Immediate Care, College Response and Interim Measures

Victims of sexual misconduct may obtain a forensic medical examination at no cost pursuant to the Sexual Assault Survivors Emergency Treatment Act. The nearest facility to campus with this service is FHN Hospital at 1045 West Stephenson Street, Freeport, IL. The hospital's telephone number is 815-599-6000.

The College will provide victims and complainants with written information about the survivor's rights and options. To the extent necessary the college may take interim measures to assist or protect the parties during the inquiry or investigation process, as deemed necessary and when appropriate with the alleged victim's consent. Such interim measures may include arranging for changes in class schedules, issuing a campus no-contact order, arranging counseling, and modifying test schedules or other class requirements on a temporary basis.

Retaliation

Highland prohibits any form of retaliation against any individual for reporting, providing information, exercising one's rights or responsibilities under this policy, or otherwise being involved in the process of responding to, investigating, or addressing allegations of sexual assault, dating violence, domestic violence or stalking.

Complaint Response and Investigation

The College will have a sufficient number of individuals trained to resolve complaints so that a substitution can occur in the case of a conflict of interest or recusal and an individual or individuals with no prior involvement in the initial determination or finding hear any appeal brought by a party.

The College will provide assistance in reporting to law enforcement (if requested) and will investigate complaints made regarding violations of this policy in a timely manner using the process outlined below:

A person who has experienced, witnessed, or otherwise knows of sexual misconduct in violation of this Policy may file a Formal Complaint by contacting the Title IX Coordinator. A formal complaint may be made either orally or in writing.

Consistent with obligations of due process a copy of the Formal Complaint will be shared with the accused (Respondent) within five (5) working days of receipt by the Title IX Coordinator. The Respondent will be put on notice that retaliation against the Complainant, Alleged Victim, or potential witnesses will not be tolerated and that an investigation will be conducted.

The Respondent will be given an opportunity to provide a written response to the Formal Complaint within fifteen (15) calendar days of his or her receipt of the Formal Complaint.

The Title IX Coordinator and investigators will:

- Designate an investigator to conduct a fact-finding investigation, which will include, at a minimum, a review of written evidence (including the Complaint and response) and interviews with appropriate employees, students, and witnesses. The Title IX Coordinator may serve as investigator;
- Determine the identity and contact information of the Complainant;
- Identify the correct policies allegedly violated;

- Conduct a thorough, reliable, and impartial investigation including attempts to interview the respondent and witnesses;
- Provide opportunities for a complainant, victim and respondent to present evidence and witnesses;
- Allow the complainant, victim and respondent to have an advisor present. Advisors may not speak for the individual or act as an advocate during the process, but are permitted solely for the purpose of providing guidance to the individual;
- Complete the investigation promptly (within 60 calendar days, unless—owing to the complexity of the investigation or the severity and extent of the alleged conduct--more time is necessary to complete the investigation);
- Present findings based on the preponderance of evidence; and
- Present the findings to the Title IX Coordinator, who will deliver the findings, in writing, within ten (10) working days, to the President or designee.

The President shall accept, reject, or modify the recommendation using a preponderance of the evidence standard and provide a written notification of the decision, along with the findings presented by the Title IX Coordinator, to the Complainant, Alleged Victim, and Respondent within fifteen (15) calendar days of receiving the findings and recommendation from the Title IX Coordinator. Any student of the College who is determined, after an investigation, to have engaged in sexual misconduct or violence in violation of this policy is subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with the College's Student Code of Conduct, and where appropriate or requested by a complaining party, referral to law enforcement.

The respondent, complainant and victim have a right to timely appeal if the party alleges a procedural error occurred, new information exists that would substantially alter the findings, or alleges that the sanction is disproportionate to the violation. If a student wishes to appeal the decision of the President, a letter must be submitted in writing to the Title IX Coordinator who will convene the sexual misconduct judicial review panel. A decision will be issued by the review board within seven days of the conclusion of the panel's review. The panel has the authority to interview the complainant, victim or respondent, as well as witnesses, investigators and the adjudicator in conducting the review. The victim, respondent and complainant cannot be compelled to testify in one another's presence, but will be given the opportunity to hear the testimony of the other party and to respond to such testimony.

In cases involving employees of the College, accused of violating the policy, with or without a recommendation or decision to dismiss, an employee may appeal the decision of the President by submitting notice of appeal to the President. The appeal will then be heard before the Board of Trustees within 10 business days thereafter. Decisions of the Board of Trustees shall be final, unless the employee is subject to a collective bargaining agreement permitting grievance rights. In the case of grievance rights, the affected employee may appeal by using the available grievance process outlined in their contract, but may only receive one hearing before the Board of Trustees. Any recommendation for dismissal made against a faculty member will be in compliance with the processes under the Illinois Public Community College Act, Article III-B Tenure, Chapter 122, 103B-3 (non-tenured faculty) or 103B-4 (tenured faculty).

Amnesty Clause

It is the express Policy of the College that individuals who report incidents in good faith will receive immunity from disciplinary procedures for student code of conduct violations committed by them that become known as a result of investigation by the College, except in the case of egregious misconduct. Any person who knowingly makes a false accusation regarding sexual misconduct or violence will be subject to disciplinary action up to and including expulsion or termination of employment. This is not a legal proceeding, so the College will not award any compensation to a victim.

**AGENDA ITEM #XI-D-1
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER
FROM RESTRICTED PURPOSES FUND TO OPERATING FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of \$19,677 from the Restricted Purposes Fund to the Operating Fund.

BACKGROUND: The recommended transfer is to support music related budget centers in accordance with the Lois Mannon Music Chair funds received by the College. This transfer is included in the FY17 permanent budget.

BOARD ACTION: _____

**AGENDA ITEM #XI-D-2
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER
FROM RESTRICTED PURPOSES FUND TO EDUCATIONAL FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of \$17,432 from the Restricted Purposes Fund to the Educational Fund.

BACKGROUND: The recommended transfer is to support the Hospitality Program budget center using gifts obtained from Foundation donors. Donated funds were accumulated in the Restricted Purposes Fund beginning in FY16 for the purpose of making transfers to the Operating Fund for expenses directly related to the Hospitality Program. The gifts received in FY16 were in an amount that covered all of FY16 program expenses with \$17,432 remaining to support FY17 program expenses. For both years, instruction comprised the majority of the program expenses. This transfer was included in the FY17 permanent budget.

BOARD ACTION: _____

**AGENDA ITEM #XI-D-3
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM OPERATIONS AND MAINTENANCE,
RESTRICTED FUND TO EDUCATIONAL FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of funds from the Operations and Maintenance, Restricted Fund to the Educational Fund in the amount of \$50,000 in order to support the semi-annual regular payments on the College's 2012 Refunding Debt Certificates (originally issued in 2006).

BACKGROUND: The fundraising efforts of the Highland Community College Foundation will be combined with a transfer from the Operations and Maintenance, Restricted fund in order to make the \$404,565 payment that was due on the 2012 Refunding Debt Certificates on January 1, 2017 and the \$30,865 payment that is due on July 1, 2017. The money to be transferred from the Operations and Maintenance, Restricted fund is remaining from the 2006 Debt Certificate issuance and is due to the actual costs of one of the projects being financed, the construction of the Nursing Wing, being lower than the amount budgeted. This transfer will deplete those funds and was included in the FY17 permanent budget.

BOARD ACTION: _____

**AGENDA ITEM #XI-D-4
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM AUXILIARY FUND
TO OPERATING FUND**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the transfer of \$1,000 from the Auxiliary Fund to the Operating Fund.

BACKGROUND: The recommended transfer was requested by the Fine Arts department to transfer funds from the Madrigal Dinner event budget to the Hospitality program due to the role the Hospitality program played in the event. The Madrigal Dinner event budget center has an accumulated fund balance of \$2,601 prior to the transfer.

BOARD ACTION: _____

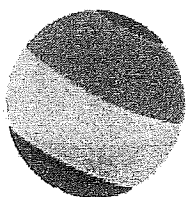
**AGENDA ITEM #XI-D-5
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

**GOVERNMENT HOSTING, MAINTENANCE, AND
SUPPORT EXTENSION AGREEMENT FOR THE CURRICUNET SYSTEM**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached contract extension for Professional Services Agreement dated May 1, 2006 by and between Governet and Highland Community College for the continuation of support services for the CurricUNET System for the period of July 1, 2015 through June 30, 2018.

BACKGROUND: This contract is for a three year extension from July 1, 2015 through June 30, 2018. We have been utilizing this throughout this time period, however, a fully executed agreement was not processed in 2015, so therefore, Governet is requesting this be processed now. CurricUNET is our syllabi storage software that is connected to ICCB for submission of changes, additions, withdrawals.

BOARD ACTION: _____



Governet

EXTENSION AGREEMENT

THIS CONTRACT EXTENSION for Professional Services Agreement dated May 1, 2006 (the "Master Agreement") by and between Governet, a division of Nevada Contractors Registry, Inc. a Nevada Corporation, ("Governet") and Highland Community College (hereinafter referred to as "Client") is entered into by mutual agreement of the undersigned parties for the continuation of support services for the CurricUNET System, as specified below. Governet and Client are collectively referred to herein as the "Parties". The terms of this Extension Agreement shall control in the event of a conflict between the terms hereof and those of the Master Agreement.

1. **EXTENSION TERM:** The Parties agree that the Master Agreement is hereby extended for a **three (3)** year term beginning on **July 1, 2015** and ending on **June 30, 2018**. Upon the expiration of the Extension Term, this agreement shall automatically renew for one or more terms of **thirty-six (36)** months each (each shall be deemed a "Renewal Term") unless terminated as set forth in the Master Agreement. After the expiration of the Extension Term and prior to the commencement of a Renewal Term, Governet shall be entitled to make adjustments to fees payable (Not To Exceed 10% for each renewal period).

If Client elects to terminate its use of CurricUNET at the end of the Extension Term or any Renewal Term, Client will provide Governet with written notice of such intent not less than 90 days prior to the expiration of such Extension Term or Renewal Term. If such notice of non-renewal is not received, it is agreed that this agreement will be automatically renewed as provided here.

2. **SERVICES:** Governet will continue to provide Client with ongoing system hosting, user support (via phone, instant messaging and email) ongoing system maintenance, and periodic future upgrades within the same major CurricUNET version (including custom software upgrades if custom web input forms and/or workflows are impacted) as required under the Master Agreement. Governet will provide up to a total of **40** hours of technical services (the "Annual Allowance"), for the costs as provided in Section 3, in each twelve (12) month period after the effective date of the contract for sytem hosting, maintenance and client support services. Any configuration or modification services exceeding the current version release features and said Annual Allowance shall be added to this Agreement through written addendum and billed to Client at Governet's currently published Ad hoc Professional Services rate or other rate as provided by addendum.

3. **FEEES FOR SERVICE AND TERMS OF PAYMENT:** Client shall pay certain fees for the services specified in herein. These fees are set forth as follows:

(a) Annual Maintenance, Support and Hosting Fee:	
July 1, 2015 – June 30, 2016:	\$ 8,560.00
July 1, 2016 – June 30, 2017:	\$ 9,416.00
July 1, 2017 – June 30, 2018:	\$ 10,000.00

Fee payable for the services set forth in Paragraph 2.

Initials: _____ RVS

Payment for this service shall be a single, non-refundable annual payment due on July 1st of each year for the Extension Term or Renewal Term. All payments are due within 30 days from the date of the invoice.

4. **OWNERSHIP OF INTELLECTUAL PROPERTY.** To clarify and confirm the rights and responsibilities of the Parties relating to the CurricUNET system and the intellectual property therein, the Parties acknowledge and agree as follows:

(a) **Intellectual Property Rights.** Client acknowledges and agrees that Governet owns and has rights in and to those patents or patentable technologies, software designs and schematics, algorithms, source codes, source listings, specifications, copyrights and copyrightable materials, design documents and information, copies of source or object codes or other documentation of any type, which comprise the CurricUNET system. The foregoing is referred to collectively herein as "Governet Intellectual Property". Client acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Intellectual Property. Furthermore, Client acknowledges and agrees that it will not in any way, directly or indirectly through any 3rd party, alter, modify, reverse engineer, or copy the Governet Intellectual Property, or any component thereof, without the express written consent of a duly authorized executive officer of Governet. Furthermore, the Parties acknowledge that during the course of performance of this Agreement, Governet will render services to Client that may result in the creation of new technologies, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, and copyrightable work (whether or not including any confidential information) which relate to Governet's CurricUNET system or the services rendered to Client (the "Future IP"). The Parties acknowledge and agree that such Future IP shall be deemed developed by and owned exclusively by Governet, and shall be deemed licensed hereunder for use by Client. In the event it is determined for any reason that ownership of said Future IP resides with Client, then Client hereby grants to Governet an unrestricted, non-exclusive, perpetual license to use said Future IP at no cost to Governet.

(b) **Use of Governet Marks.** Client acknowledges that Governet owns and has rights in and to certain trademarks, logos, website materials, and marketing materials (the "Governet Marks") that may be made available for use by Client under this Agreement. Client expressly acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Marks. Client further acknowledges that it has no right to use, distribute, or otherwise reproduce such Governet Marks without the express written consent of Governet.

(c) **Use of Client Marks.** Governet acknowledges that Client owns, and retains ownership of all Marks owned by Client, including any trademarks, logos, website materials, and marketing materials (the "Client Marks"). Governet further acknowledges that it has no right to use, distribute, or otherwise reproduce such Client Marks without the express written consent of the Client, except that Client expressly agrees that Governet may use the Client Marks in a manner which indicates that Client is a client of Governet. Nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Governet any right, title, or interest in or to Client's Marks.

(d) **Nondisclosure; Use of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a Party ("Discloser") discloses, in writing, orally or visually, to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which relates to (i) the Discloser; (ii) is designated by the Discloser to be proprietary or confidential in nature; and (iii) is not in the public domain. As used herein, the Parties acknowledge and agree that curriculum data, consisting of approved course outlines and program materials, voluntarily collected through or via the CurricUNET System shall not be deemed Confidential Information hereunder. Rather, each of the Parties shall be

Initials: _____ RVJ

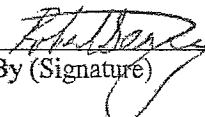
entitled to collate, summarize or otherwise use and distribute such curriculum data including to third parties. The Recipient of Confidential Information agrees not to use any such Confidential Information received from the Discloser thereof for its own use, directly or indirectly, or for any purpose other than as expressly allowed under this Agreement. The Recipient shall not disclose or permit disclosure of any Confidential Information to third parties without the prior consent of an authorized officer or director of the Discloser. The Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Recipient shall notify the Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient's attention.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the names as of the date first written above.

Client

GOVERNMENT

By (Signature)


By (Signature)

Printed Name

Robert V. Searcy
Printed Name

Title

VP, Finance, Accounting & Management
Title

Address

1000 River Walk Drive, Suite 350
Address

City, State, Zip Code

Idaho Falls, Idaho 83402
City, State, Zip Code

Date

16 March 2015
Date

Government
1000 River Walk Drive, Suite 350
Idaho Falls, Idaho 83402
Tel: 208-522-1225 / Fax: 208-522-2896

Initials: _____ RV

**AGENDA ITEM #XI-A-6
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD**

PAYMENT OF BILLS AND AGENCY FUND REPORT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the March 2017 bills, including Board travel.

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 323753 through 324467 amounting to \$567,112.30, Automated Clearing House (ACH) debits W0000413 through W0000417 amounting to \$12,436.61 and Electronic Refunds of \$251,006.12, with 1 adjustments of \$250.00, such warrants amounting to \$830,305.03. Transfers of funds for payroll amounted to \$791,426.20.

Automated Clearing House (ACH) debits are SISCO payments. Electronic Refunds are issued to students. Financial Aid disbursed Pell in March. March had three payrolls.

BOARD ACTION: _____

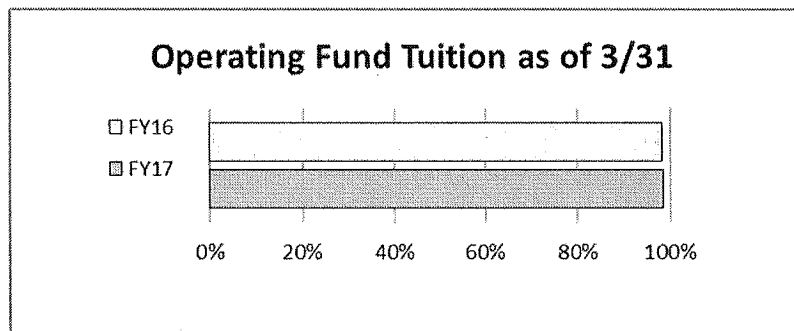
**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, March 31, 2017**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$223,664.69	\$416.67	\$0.00	\$224,081.36
FIFTH THIRD	3,399.71	0.00	0.00	3,399.71
UNION LOAN AND SAVINGS	171,951.43	0.00	0.00	171,951.43
TOTAL ASSETS	\$399,015.83	\$416.67	\$0.00	\$399,432.50
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	56,620.09			56,620.09
1017 HCC ROAD AND LOT	74,197.03			74,197.03
1018 YMCA ROAD AND LOT	76,279.56	416.67		76,696.23
1019 YMCA BLDG/MAINT	37,131.79			37,131.79
1020 HCC BLDG/MAINT	54,222.13			54,222.13
1021 YMCA/HCC INTEREST	96,184.21			96,184.21
1022 HCC SECTION 125 PLAN	3,399.71			3,399.71
TOTAL	\$399,015.83	\$416.67	\$0.00	\$399,432.50

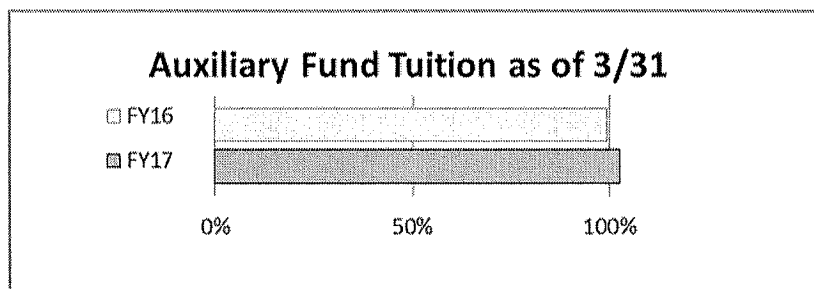
**AGENDA ITEM #XII-A
APRIL 24, 2017
HIGHLAND COMMUNITY COLLEGE BOARD
FY17**

**TREASURER'S REPORT
STATEMENTS OF REVENUE, EXPENDITURES &
CHANGES IN FUND BALANCE
(Cash basis, encumbrances included.)**

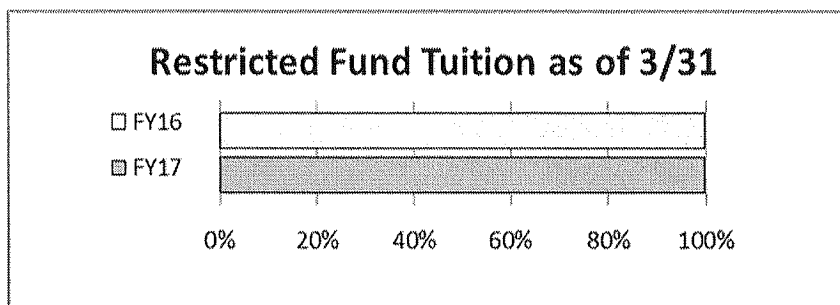
- As of March 31st, we are 75% of the way into FY17.
- **Current Results as of Month End:** The following charts show the comparison of the FY17 financial results for various items, as labeled, to FY16 results as of March 31st. The FY16 bar is the year-to-date results as of March 31, 2016, divided by the actual year end results for FY16. The FY17 bar is the year to date results for March 31, 2017, divided by the annual budgeted amount for FY17.



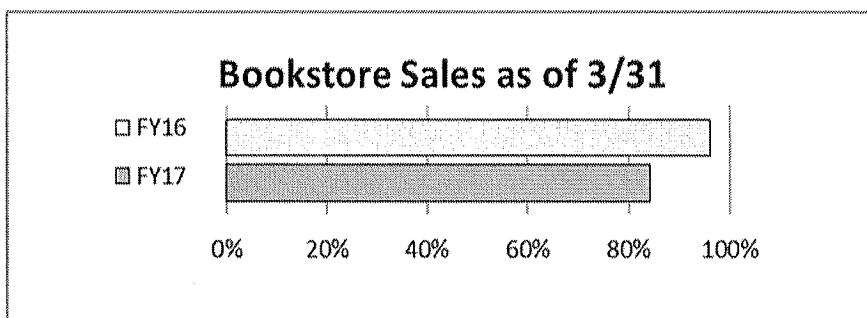
Operating Fund tuition revenue appears to be in line with the anticipated level at this point in time.



Auxiliary Fund tuition revenue appears to be about 3% higher than anticipated at this point in time. If auxiliary fund tuition revenue is 3% higher than budgeted for the fiscal year that amounts to about \$6,000.



Restricted Fund tuition revenue appears to be in line with the anticipated level at this point in time.



Bookstore sales appear to be about 12% lower than anticipated at this point in time. Based on a review of revenue, inventory levels and cost of goods sold at this time, it appears that the bookstore net income should end the fiscal year around the amount budgeted. Sales levels are below budgeted and there is a corresponding decrease in the expense of items purchased for resale.

- During early April, meetings with budget managers are being to discuss the FY17 budget building process. In addition, information shared with me by budget managers is being compiled and will be used in developing a year-end projection.

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE
 FY17

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$5,923,301	\$2,949,355	49.8%
Credit Hour Grants	648,393	504,413	77.8%
Equalization	28,355	-	0.0%
ICCB Career/Tech Education	58,713	115,894	197.4%
ICCB Performance	3,500	-	0.0%
CPP Replacement Tax	425,000	194,759	45.8%
Dept. of Educ.	8,300	975	11.7%
Other Federal Sources	27,241	19,975	73.3%
Tuition & Fees	5,450,750	5,376,741	98.6%
Sales & Services	40,950	29,679	72.5%
Facilities Revenue	92,784	63,641	68.6%
Interest on Investments	5,000	6,721	134.4%
Non-Govt. Gifts, Grants	895,131	670,566	74.9%
Miscellaneous	15,563	36,537	234.8%
	-----	-----	-----
Total Revenue	\$13,622,981	\$9,969,256	73.2%
<u>EXPENDITURES:</u>			
Salaries	\$8,789,769	\$6,116,624	69.6%
Employee Benefits	2,297,433	1,678,725	73.1%
Contractual Services	741,373	481,512	64.9%
Materials & Supplies	858,507	651,442	75.9%
Conference & Meeting	228,080	101,533	44.5%
Fixed Charges	44,753	33,229	74.2%
Debt Certificate Payment	439,132	404,566	92.1%
Utilities	627,251	602,873	96.1%
Capital Outlay	-	7,320	100.0%
Other Expenditures	353,386	242,582	68.6%
Transfers (In) Out	(484,827)	-	0.0%
	-----	-----	-----
Total Expenditures	\$13,894,857	\$10,320,406	74.3%
Excess of Revenues Over Expenditures	(\$271,876)	(\$351,150)	
Fund Balance 7/1/16	2,917,911	2,917,911	
	-----	-----	
Fund Balance 3/31/17	\$2,646,035	\$2,566,761	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$800,000	\$400,244	50.0%
Interest on Investments	-	1,212	100.0%
-----	-----	-----	-----
Total Revenue	\$800,000	\$401,456	50.2%
EXPENDITURES:			

Contractual Services	73,418	23,052	100.0%
Materials & Supplies	9,835	1,074	10.9%
Capital Outlay	2,608,937	1,220,192	46.8%
Transfers Out	118,650	-	0.0%
-----	-----	-----	-----
Total Expenditures	\$2,810,840	\$1,244,318	44.3%
Excess of Revenues Over Expenditures	(\$2,010,840)	(\$842,862)	
Fund Balance 7/1/16	\$2,282,549	\$2,282,549	
-----	-----	-----	
Fund Balance 3/31/17	\$271,709	\$1,439,687	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17

AUXILIARY ENTERPRISE FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

REVENUE:	Budget	Year to-Date	Percent
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Tuition and Fees	\$245,000	\$251,551	102.7%
Bookstore Sales	968,000	816,177	84.3%
Athletics	43,430	23,217	53.5%
Other	134,850	173,754	128.8%
	-----	-----	-----
Total Revenue	\$1,391,280	\$1,264,699	90.9%
EXPENDITURES:			

Salaries	\$294,033	\$198,130	67.4%
Employee Benefits	34,325	25,652	74.7%
Contractual Services	75,260	64,787	86.1%
Materials & Supplies	870,042	775,834	89.2%
Conference & Meeting	179,009	119,519	66.8%
Capital Outlay	700	3,844	549.1%
Fixed Charges	1,766	957	54.2%
Utilities	600	600	100.0%
Other Expenditures	15,356	19,537	127.2%
Transfers	(2,932)	-	0.0%
	-----	-----	-----
Total Expenditures	\$1,468,159	\$1,208,860	82.3%
Excess of Revenues Over Expenditures	(\$76,879)	\$55,839	
Fund Balance 7/1/16	\$110,376	\$110,376	
	-----	-----	
Fund Balance 3/31/17	\$33,497	\$166,215	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17

RESTRICTED PURPOSE FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$106,786	\$40,275	37.7%
Adult Education	262,342	139,148	53.0%
Other Illinois Sources	101,268	15,620	15.4%
Department of Education	4,773,630	4,271,522	89.5%
Other Federal Sources	73,212	24,302	33.2%
Tuition & Fees	575,000	573,006	99.7%
Sales & Service Fees	28,852	29,134	101.0%
Interest	19,677	21,307	108.3%
Non-govt. Gifts, Grants	21,000	1,593	7.6%
Other	302,960	139,932	46.2%
	-----	-----	-----
Total Revenue	\$6,264,727	5,255,839	83.9%
<u>EXPENDITURES:</u>			
Salaries	\$930,972	\$623,381	67.0%
Employee Benefits	188,425	118,376	62.8%
Contractual Services	513,718	189,208	36.8%
Materials & Supplies	75,602	108,485	143.5%
Conference & Meeting	54,004	27,163	50.3%
Fixed Charges	24,848	427	1.7%
Utilities	4,152		0.0%
Capital Outlay	44,055	40,454	91.8%
Other Expenditures	53,453	53,705	100.5%
Financial Aid	4,384,831	4,025,829	91.8%
Transfers out	362,109	-	0.0%
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Total Expenditures	\$6,636,169	\$5,187,028	78.2%
Excess of Expenditures Over Revenue	(\$371,442)	\$68,811	
Fund Balance 7/1/16	863,220	863,220	
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Fund Balance 3/31/17	\$491,778	\$932,031	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17
 AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$44,000	\$22,016	50.0%
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Total Revenue	\$44,000	\$22,016	50.0%
EXPENDITURES:			

Contractual Services	\$45,000	\$45,000	100.0%
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Total Expenditures	\$45,000	\$45,000	100.0%
Excess of Revenues Over Expenditures	(\$1,000)	(\$22,984)	
Fund Balance 7/1/16	\$14,015	\$14,015	
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Fund Balance 3/31/17	\$13,015	(\$8,969)	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17

BOND AND INTEREST FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$1,696,556	\$853,345	50.3%
Interest	-	-	100.0%
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Total Revenue	\$1,696,556	\$853,345	50.3%
EXPENDITURES:			

Fixed Charges	\$1,705,013	\$1,640,475	96.2%
Other Expenditures	-	950	100.0%
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Total Expenditures	\$1,705,013	\$1,641,425	96.3%
Excess of Revenues Over Expenditures	(\$8,457)	(\$788,080)	
Fund Balance 7/1/16	\$998,170	\$998,170	
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Fund Balance 3/31/17	\$989,713	\$210,090	

AGENDA ITEM #XII-A
 APRIL 24, 2017
 HIGHLAND COMMUNITY COLLEGE BOARD
 FY17

LIABILITY, PROTECTION, AND SETTLEMENT FUND
 Statement of Revenue, Expenditures, & Changes in Fund Balance
 For the Period Ended March 31, 2017

REVENUE:	Budget	Year to-Date	Percent
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Local Taxes	\$951,000	\$475,969	50.0%
Other	-	-	0.0%
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Total Revenue	\$951,000	\$475,969	50.0%
EXPENDITURES:			

Salaries	\$273,215	\$204,412	74.8%
Employee Benefits	352,486	245,851	69.7%
Contractual Services	300,512	258,568	86.0%
Materials & Supplies	19,658	3,199	16.3%
Conference & Meetings	15,700	4,491	28.6%
Fixed Charges	222,331	220,811	99.3%
Utilities	6,822	3,146	46.1%
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Total Expenditures	\$1,190,724	\$940,478	79.0%
Excess of Revenues Over Expenditures	(\$239,724)	(\$464,509)	
Fund Balance 7/1/16	\$495,540	\$495,540	
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Fund Balance 3/31/17	\$255,816	\$31,031	