

# HIGHLAND COMMUNITY COLLEGE

District #519

## AGENDA

Board of Trustees Meeting

August 15, 2017 – 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. Moment of Silence in Honor of Former Trustee Frank Walker
- III. Approval of Agenda
- IV. Approval of Minutes: July 18, 2017 Budget Work Session  
July 18, 2017 Regular Meeting
- V. Public Comments
- VI. Introductions
- VII. Foundation Report
- VIII. Consent Items
  - A. Academic (None)
  - B. Administration
    - 1. Appointment of Voting Delegate and Alternate Delegate to the Association of Community College Trustees 2017 Leadership Congress (Page 1)
    - 2. Authorization to Submit the Annual Audit to the Illinois Community College Board (Page 2)
  - C. Personnel
    - 1. Part-time Instructors, Overload, and Other Assignments (Page 3)
  - D. Financial
- IX. Main Motions
  - A. Academic (None)
  - B. Administration
    - 1. Memorandum of Agreement between Highland Community College and the Early EdU Pilot Program through the University of Washington (Page 6)
  - C. Personnel (None)
  - D. Financial
    - 1. Service Provision Agreement Between FHN Family Counseling Center and Highland Community College for Mental Health Services (Page 16)
    - 2. Resolution Authorizing Transfer of Interest from Working Cash Fund to Educational Fund for General Purposes (Page 20)

3. Interfund Transfer from the Educational Fund to the Auxiliary Enterprises Fund (Page 23)
4. Interfund Transfer from Operations and Maintenance Fund to Operations and Maintenance, Restricted Fund (Page 24)
5. Interfund Transfer from the Educational Fund to the Restricted Fund (Page 25)
6. Plante & Moran, PLLC Payment Card Audit/PCI Compliance Professional Services Agreements (Page 26)
7. Direct Energy Business, LLC Electricity Supply Commodity Master Agreement (Page 42)
8. Payment of Bills and Agency Fund Report (Page 53)

X. Reports

- A. Treasurer's Report: Statements of Revenue, Expenditures and Changes in Fund Balance (Page 55)
- B. Student Trustee
- C. Audit and Finance Committee Co-Chairs
- D. ICCTA Representative
- E. Board Chair
- F. Administration

XI. Old Business

**XII. 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

**XIII. 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
  1. Salary Amendment to Coordinator, Nursing Program and Lab Appointment

XIV. New Business

XV. Dates of Importance

- A. Next Quarterly Board Retreat – (combined with September regular meeting) September 13, 2017 at 8:30 a.m. in the Student/Conference Center room H-206 (breakfast available at 8:00 a.m.)

XVI. Adjournment

**AGENDA ITEM #VIII-B-1  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPOINTMENT OF VOTING DELEGATE AND ALTERNATE DELEGATE  
TO THE ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES  
2017 LEADERSHIP CONGRESS**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the appointment of Mr. Jim Endress, Trustee, to serve as the voting delegate at the Association of Community College Trustees (ACCT) 2017 Leadership Congress in Las Vegas, Nevada, September 25 – 28, 2017. It is further recommended that Ms. Pennie Groezinger, Trustee, serve as the alternate delegate, if Mr. Endress is unable to fulfill his responsibilities at the meeting.

**BACKGROUND:** ACCT requires that the Board appoint a voting delegate for the annual leadership congress each year.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #VIII-B-2  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD**

**AUTHORIZATION TO SUBMIT THE ANNUAL AUDIT  
TO THE ILLINOIS COMMUNITY COLLEGE BOARD**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees authorizes the Audit & Finance Committee of the Board to review the FY17 annual audit and authorize submission to the Illinois Community College Board prior to the October 15, 2017, deadline.

**BACKGROUND:** The Illinois Community College Board requires that community colleges submit an annual audit each year by October 15. A draft of the FY17 audit is not expected to be available until mid-September. The Audit & Finance Committee will meet with the auditors prior to the October regular Board meeting to review the draft and authorize submission to ICCB in order to meet the deadline.

Representatives from Wipfli will review the audit with the full Board at the October 17, 2017, regular meeting.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #VIII-C-I  
AUGUST 15, 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 Summer 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: \_\_\_\_\_

Summer 2017				COURSE	CLOCK	CREDIT		TOTAL
FIRST	LAST	CRN	SUBJECT	TITLE	HRS	HRS	RATE	SALARY
Other Assignments								
Randa	Noble			Business Institute instructor				\$ 871.20
Dan	Dick			Servant Leadership trainer for January/February 2017				\$ 400.00
Annette	Hartman			HCC catalog design, graduation program, Boyer design, After 3 design, tuition waiver design				\$ 1,906.25
Diane	Navickis			Business Institute instructor				\$ 2,841.72
Kim	Ramirez			Medical Coding course				\$ 6,800.00
Tammy	Abell			Servant Leadership Trainer June 2017				\$ 500.00
Paul	Vehmeier			Assistant technical director				\$ 1,000.00
Jessica	Oladapo			Diversity training Instructor				\$ 1,138.03
Miscellaneous								
Doug	Meyers	1216	PERS011FCC	Make 1st Video Game	15		\$20.00	\$300.00
Evan	Talbert	1395	WFD048B	BASSET				\$91.66
Kathy	Heid	3866	PHYD121ACC	Walk & Stretch	30		\$18.00	\$540.00
Chad	Boudreau	1060	PHYD115A	Intro to Recreation		3	\$520.91	\$1,562.73
Chad	Boudreau	1062	PHYD221A	Physical Fitness II		2	\$520.91	\$416.73*
Pete	Norman	1059	PHYD121A	Physical Fitness I		1.8	\$520.91	\$937.64
Pete	Norman	1063	PHYD227N	Sports Officiating		2	\$628.23	\$1,256.46
Pete	Norman	1060	PHYD135N	Games in Elem Ed		3	\$628.23	\$1,884.69
Ellen	McGinnis		MATH N2	MAC Lab		2.5	\$479.40	\$1,198.50
Ellen	McGinnis		MATH B2	MAC Lab		2	\$479.40	\$958.80
Ellen	McGinnis		MATH A2	MAC Lab		2	\$479.40	\$958.80
Eric	Piper			Summer Worker in Auto Body	TBD		\$10.00	TBD
Jeremy	Monigold			HLC Work & Assessment		1	\$1,256.45	\$1,256.45
Cassie	Mekeel	1187	NURS091ISX	Nursing Asst Lab	8		\$30.00	\$240.00
Steve	Mihina			Facutly Senate President		0.76	\$1,256.45	\$954.90
Evan	Talbert	1418	WFD048C	BASSET				\$80.00
Steve	Gellings			PLC Assessments				\$550.00
Scott	Anderson			Mechanical Written Assessments				\$60.00
Jeremy	Monigold			Beg & Int Excel Training				\$1,456.48
*Pro rated based on students								

FIRST	LAST	CRN	SUBJECT	COURSE TITLE	CLOCK HRS	CREDIT HRS	RATE	TOTAL SALARY
Other Assignments								
Kristin	Brandt			Orchestra for Summerset 44 (Annie)				\$ 250.00
Claire	Cifonie			Orchestra for Summerset 44 (Annie)				\$ 700.00
Jon	Fromi			Orchestra for Summerset 44 (Annie)				\$ 200.00
Annette	Hackbarth			Orchestra for Summerset 44 (Annie)				\$ 250.00
Andrea	Hartman			Orchestra for Summerset 44 (Annie)				\$ 200.00
Kyle	Kleckner			Orchestra for Summerset 44 (Annie)				\$ 175.00
Chandler	Lindsay			Sound engineer for Annie performances				\$ 200.00
Almonzo	Moore-Oesterreich			Assisted with Annie performances				\$ 100.00
Brittany	Myers			Orchestra for Summerset 44 (Annie)				\$ 200.00
Michaela	Myers			Orchestra for Summerset 44 (Annie)				\$ 200.00
Camelot Costumes LLC				Annie labor				\$ 4,000.00
Robert	Dixon			Annie design and formatting				\$ 135.00

**AGENDA ITEM #IX-B-1**  
**AUGUST 15, 2017**  
**HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**HIGHLAND COMMUNITY COLLEGE AND THE EARLY EdU PILOT PROGRAM**  
**ACTING THROUGH THE UNIVERSITY OF WASHINGTON**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves the attached Memorandum of Agreement between Highland Community College and Early EdU Alliance Program acting through the University of Washington (UW), a public institution of higher education and an agency of the state of Washington as the designated entity to manage and license rights for EarlyEdU.

**BACKGROUND:** The interest in collaborating with the Early EdU through the University of Washington to participate in a national pilot began when the program was introduced to Ms. Melissa Johnson, Early Childhood Education Coordinator, during a meeting with Rockford University. Ms. Christi Chadwick from the Governor's Office of Early Childhood presented the project to Ms. Johnson for consideration. Highland participated in the pilot from Spring 2016 through Spring 2017. Ms. Johnson taught four EarlyEdU courses and is currently utilizing the EarlyEdU Coaching Companion for her own (non EarlyEdU) course this summer.

The pilot, which officially ended June 30, 2017, was a federally funded grant project through the Office of Head Start. The goal of the Early EdU project is to develop a research-based program that will prepare early childhood educators in understanding child development and mastering instructional practices that engage young children in learning. The University of Washington and the University of Virginia collaborated to create a series of now 18 courses, eight of which are offered online. It is a goal of the project to have online format options for all of the courses by Fall 2017. Early EdU has established an alliance of higher education institutions to continue the work throughout the country and has received funding through the Bill and Melinda Gates Foundation to continue the work through 2020.

Upon approval to continue as a member of the EarlyEdU Alliance, the benefits to Highland's Early Childhood Program include:

- Use of EarlyEdU courses to be taught during the membership period
- Access to multimedia resources faculty can use in their own courses
- Use of the EarlyEdU Coaching Companion, access to EarlyEdU Fundamentals – a self-paced online course in effective online teaching
- Opportunities for collaboration on courses and research with other alliance members and the EarlyEdU team

BOARD ACTION: \_\_\_\_\_



- For faculty teaching EarlyEdU courses: invitation, with complimentary lodging and hosted meals to the annual EarlyEdU Alliance Institute.

Ms. Johnson is researching the possibility of designing an online early childhood degree option. The courses and online resources provided through EarlyEdU will offer an opportunity to research evidenced-based and best practices to online learning for early childhood students. Members of the Alliance include faculty and researchers who continually research to create innovative approaches to teacher preparation. EarlyEdU holds monthly Faculty Community of Practice online meetings, which allow faculty to share ideas, challenges, and success from teaching and research. Ms. Johnson was a presenter for one of the sessions during the pilot. A valuable resource for the Highland Early Childhood Program is to have access to utilize Coaching Companion during Practicum and ECE Internship. It allows students to upload videos of teaching practices so that they can receive individual feedback from the instructor as well as build a supportive peer community. This is especially constructive for students in remote areas of the district.

Attached at the end of the agreement is a fact sheet that provides additional details on Early EdU.



## **Institution of Higher Education (IHE) Member License**

This EarlyEdU Alliance Membership Agreement ("Agreement") is between the University of Washington, a public institution of higher education ("UW"), and the undersigned Institution of Higher Education ("IHE") Member of the Early Edu Alliance ("IHE Member"). The Agreement is entered into as of the last date upon which this Agreement is fully executed ("Effective Date").

### **Background:**

The EarlyEdU Alliance ("EarlyEdU") is a diverse community of higher education, government, non-profit, and philanthropic stakeholders dedicated to strengthening US early care and educational workforce by working together to increase access to affordable bachelor's degrees, by offering offer relevant coursework and effective college instruction to improve teaching interactions and practices for early care and education professionals. EarlyEdU courses, technology, and instructional resources, ("Works), along with EarlyEdU's Communities of Practice and its Annual Institute ("Services").

The Works and Services are UW's intellectual property and are protected by copyright and trademark laws and international treaties and licensed by UW on the terms and conditions set forth below.

### **1. Definitions**

"Authorized User" means current employees of the IHE Member who meet the following qualifications: they are working for the IHE Member; they are teaching courses for the IHE Member's non-commercial benefit; and they have been notified of the terms and conditions of the Agreement.

"EarlyEdU Contact" means the email contact at: [info@earlyedualliance.org](mailto:info@earlyedualliance.org)

"Feedback" means information in written or verbal form provided by IHE Member to the designated UW EarlyEdU Contact on use of the Works by IHE Member. Feedback includes, but is not limited to:

- Demographic information about Students enrolled in any EarlyEdU course or in IHE-developed courses using EarlyEdU Coaching Companion.
- Information about how course materials have been used in adherence to the conditions in section 2 of this Agreement.
- Information about how Works have been used in professional development activities and/or in public presentations.

"Students" means persons enrolled in credit-bearing courses offered by the IHE Member.

"Works and Services" means the copyright Works and Services described in Schedule A.

### **2. Grant and Conditions of IHE Membership**



### **Institution of Higher Education (IHE) Member License**

Provided the Individual Member conforms to the terms and conditions of this Agreement, UW hereby grants, and Individual Member accepts:

- a limited, no-fee, non-transferable, non-exclusive license to access, display, and perform the Works and print and distribute digital access and printed output from the Works, provided such access and printouts are primarily for IHE Member's use by its Authorized Users and Students. Any other use, including all commercial use, requires prior written permission of UW;
- a license to access and participate in Services including use of the EarlyEdU Coaching Companion Service for use by Authorized Users and Students.

IHE Member gains no ownership in the Works and Services, and will retain in the Works and Services the copyright, trademark, or other notices pertaining to the Works and Services as provided by UW.

IHE Member do not have a right to distribute, publish, or otherwise transfer or allow to be transferred the copies of the Works, in whole or in part, for commercial use without prior written permission of UW.

IHE Member will neither provide third parties access to the Works and Services, nor allow third parties to use the Works and Services. IHE Member's Students using the Works as a part of their normal matriculation are not considered third parties.

During the membership year, IHE Member agrees to:

- Inform all Authorized Users using Works of the terms and conditions of this agreement.
- Use most of an EarlyEdU course and/or use the EarlyEdU Coaching Companion with an IHE Member course.
- Use EarlyEdU content and materials for the sole purpose of teaching courses that conform to the following guidelines:
  - Courses are expected to have students make videos of themselves demonstrating specific teaching practices. IHE Member may use the EarlyEdU Coaching Companion, other video annotation tools, or its own learning management system.
  - Courses are expected to include small group communities of reflection and practice, to develop student capacity to provide feedback and to build professional connections.
  - Have instructors provide regular feedback to students on implementation of specific teaching practices as specified in course assignments and support students' providing feedback to one another.
- Accepts its sole responsibility for obtaining any permissions, releases, institutional or regulatory agreements required to have its Authorized Users and Students use the Works and Services. Agrees and accepts its sole responsibility for obtaining any permissions, releases, institutional or regulatory agreements required to have its Authorized Users and Students use the Works and Services. IHE is solely responsible for providing Authorized Users with information on the IHE's Student privacy policy and records retention policies and, as needed, conditions contained in the Family Educational Rights and Privacy Act and regulations



### **Institution of Higher Education (IHE) Member License**

("FERPA") including obtaining required FERPA-related releases and forms and Subscriber-policies related to gathering and storing FERPA-related forms.

- Require IHE Member faculty teaching an EarlyEdU course to complete an EarlyEdU Fundamentals course.
- Provide the EarlyEdU Alliance with feedback in a timely manner.
- Agrees that UW EarlyEdU Alliance, at its sole discretion, is permitted to use IHE Member's Feedback at no charge or royalty in making changes to the Works.

### **IHE Membership Benefits**

During the membership year, IHE Member will receive the following Works and Services as are further detailed in Schedule A.

- In-person and online course materials for courses to be taught during the membership year
- Access to EarlyEdU Coaching Companion
- Technology support for the EarlyEdU Coaching Companion
- Access to media and other resources on the Alliance members website
- Opportunity to participate in a national community of practice
- For faculty teaching EarlyEdU courses: attendance, with complimentary lodging and hosted meals, at the EarlyEdU Annual Institute. Note: the IHE Member is responsible for personal travel expenses to attend the Institute. The time and location are to be determined.

### **4. UW Modification and Trademarks**

UW reserves the right to modify or make improvements in the Works at any time without notice. UW shall endeavor to correct defects as identified by UW relating to the Works' operation.

This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW or EarlyEdU Alliance, except as required for reasonable and customary use in describing the origin of the Works and Services. The IHE Member shall not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

### **5. Term and Termination**

Access to the Works and Services is for 1 year ("Term") and may be renewed by the Parties for additional Terms.

Either Party may terminate this Agreement at any time upon written notice to the other Party. The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement will terminate all rights and licenses granted IHE Member relating to the Works and Services.



## **Institution of Higher Education (IHE) Member License**

### **6. Warranties and Disclaimers**

The Works and Services are intended for educators and professionals involved in early education ("Audience"). The IHE Member is responsible for ensuring the use of the Works and Services is appropriate

IHE Member acknowledges that the Works and Services are for informational and educational purposes only and is not a substitute for IHE Member's professional judgment. IHE MEMBER'S RELIANCE UPON THE WORKS AND SERVICES IS SOLELY AT IHE MEMBER'S OWN RISK AND IF IHE MEMBER USES THE WORKS AND SERVICES IN THE TRAINING OF OTHERS, IHE MEMBER ASSUMES THE RESPONSIBILITY AND THE RISK FOR EVERYONE TO WHOM IHE MEMBER GIVES ACCESS, OR FOR WHOM IHE MEMBER DISPLAYS OR PERFORMS THE WORKS AND SERVICES.

The Works and Services are an academic research tool that is experimental in nature and is supplied "AS IS", without obligation by the UW to provide accompanying services or support. The entire risk as to the quality and performance of the Works and Services is with IHE Member.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF WORKS AND SERVICES OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO IHE MEMBER UNDER THIS AGREEMENT.

### **7. General**

This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. IHE Member accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and be signed by duly authorized representatives of UW and IHE Member. Headings are provided for convenience only.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the parties will work together in good faith to amend the Agreement to retain the original intent of the of the invalid clause and the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

This Agreement and the rights and benefits conferred upon IHE Member hereunder may not be assigned or otherwise transferred by IHE Member without the prior written consent of UW. This Agreement may be assigned by UW.



**Institution of Higher Education (IHE) Member License**

Failure of UW to perform or delay in the performance of UW’s obligations under this Agreement due to any cause or event not reasonably within UW’s control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW’s performance shall be excused during such delay.

This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

This Agreement may be executed in one or more counterparts, or by facsimile or electronic signature.

UW and the IHE Member have caused this Agreement to be duly executed by their respective authorized representatives.

**For University of Washington**

**IHE Member**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: UW CoMotion  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: 206-534-3970

Phone: \_\_\_\_\_

Email: [license@uw.edu](mailto:license@uw.edu)

Email: \_\_\_\_\_



**Institution of Higher Education (IHE) Member License**

**Schedule A  
Works and Service**

<b>Works</b>	<b>Description</b>	<b>Available to</b>	<b>To be provided by IHE Member or Authorized Users</b>
Courses	For each course, complete set of materials, required to teach college-level course in person (syllabus, assignments, digital presentations, activities, and handouts), to be delivered as electronic files, <b>or</b> instance of online course in EarlyEdU Canvas LMS, <b>or</b> electronic course files to be uploaded to IHE Member's LMS	Authorized Users teaching EarlyEdU course(s) during the membership period (access only to course(s) being taught, not to all EarlyEdU courses)	Subscriber: Contact information for Authorized Users Authorized Users: Feedback on Courses; documentation of any changes made to course materials and how changes maintained fidelity to EarlyEdU guidelines
Media Library	Videos of teaching practices in early learning settings; videos of scholars speaking about their research	Authorized Users	Feedback; information about how videos were used in teaching or other professional activities



### Institution of Higher Education (IHE) Member License

Services	Description	Available To	To be provided by IHE Member or Authorized User
Annual Institute	Annual conference of Alliance members; 2 nights' lodging and hosted meals during Institute	Authorized Users who taught an EarlyEdU course during the membership period	Feedback
Community of Practice	Virtual meetings of faculty, held once or twice per month during academic year	Authorized Users	Feedback
Coaching Companion	Video sharing and coaching feedback web-hosted LMS for students and instructors to share videos of teaching practices; provide feedback to one another; and engage in dialogue about teaching practices	Authorized Users and Students at IHE Member in classes using Coaching Companion. All users will agree to the Coaching Companion Participation Terms prior to having password access to EarlyEdU Coaching Companion.	Feedback; acknowledgment of EarlyEdU guidelines for use of Coaching Companion
Coaching Companion Technical Support	Tech support for Authorized Users and their students between the hours of 9 am and 5 pm PT, Monday-Friday	Authorized Users and Students at IHE Member in classes using Coaching Companion	Feedback
Additional Technical Support and Customization	TBD Any added customization or additional technical support provided on a fee basis by UW EarlyEdU	TBD Must be authorized by the Subscriber and mutually agreed by in writing by Subscriber/Licensee and UW EarlyEdU	TBD





info@earlyedualliance.org  
www.earlyedualliance.org

## What is the EarlyEdU Alliance?

Our diverse national community is dedicated to improving higher education for early childhood teachers.

### Our goals are to:

- Transform early childhood teacher preparation so that all children are prepared for success in school and life.
- Ensure that college coursework for early childhood teachers provides effective professional preparation.
- Work with our members to create and distribute resources that are inclusive and relevant for diverse populations.
- Increase access to affordable bachelor's degrees for early childhood teachers, especially those from underserved communities.

### Our members include:

- A team of early childhood experts who developed and continue to refine competency-based higher education courses in early childhood education.
- Faculty and researchers who are creating innovative approaches to teacher preparation.
- Colleges and universities that are offering EarlyEdU courses and using the Coaching Companion, our video-sharing and coaching feedback app.
- State teams from government agencies and community organizations that are collaborating to improve access to bachelor's degrees for early childhood professionals.

### How do our members advance our mission?

Here are some examples of what our members are doing:

- In Utah, EarlyEdU courses will soon be delivered through the state professional development system.
- In Montana, UM Western is using the Coaching Companion to help students in remote locations receive individual feedback on their teaching practices and build a supportive peer community.
- In Massachusetts, UMass Boston piloted the use of an EarlyEdU online course with an in-person course for hybrid delivery.
- In Washington, our media team continues to build our library of videos of early childhood experts discussing their research and examples of teaching practices in diverse early childhood settings.

## EarlyEdU Courses

Each EarlyEdU course contains a complete syllabus with learning objectives, a schedule of sessions and topics, and recommended readings. Other features are videos of experts discussing their research, videos of effective teaching practices, competency-based assignments, and opportunities for students to reflect on their own practices and observe and provide feedback on their peers' work.

### Foundational courses are:

- Applied Child Development
- Child Observation and Assessment
- Resiliency and Wellness for Educators
- Becoming a Teacher Leader

### Practice-based courses are:

- Positive Behavioral Support for Young Children
- Supporting Language and Literacy Development in Preschool
- Cognition and General Knowledge: Science, Math, and Logic and Reasoning
- Children's Health and Well-Being
- Learning with Digital Media in Early Childhood
- Highly Individualized Teaching and Learning
- Supporting Dual Language Learners
- Practice-Based Coaching
- Engaging Interactions and Environments

## Why Join the Alliance?

Alliance membership offers:

- Free access to our courses, the Coaching Companion, and our video library
- Participation in a national network of early childhood experts, faculty, and policy makers
- Opportunities for collaboration to ensure that our materials and activities reflect the diverse communities we serve

The EarlyEdU Alliance received initial funding from the U.S. Office of Head Start. It is currently supported through 2020 by the Bill & Melinda Gates Foundation and other sources. It is led by the University of Washington's College of Education, in partnership with national experts and organizations. Our growing alliance is active in 20 states.

MARCH 2017

**AGENDA ITEM #IX-D-1  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE**

**SERVICE PROVISION AGREEMENT BETWEEN  
FHN FAMILY COUNSELING CENTER AND HIGHLAND COMMUNITY COLLEGE  
FOR MENTAL HEALTH SERVICES**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Board of Trustees approves the agreement between Highland Community College and FHN Family Counseling Center for the provision of student mental health assessments, crisis counseling, consultation, and training at a rate of \$90.00/hour for a minimum of five hours per week and a maximum of 10 hours per week while classes are in session during FY18.

**BACKGROUND:** Highland Community College followed a request for proposals (RFP) process for the provision of mental health services on the Highland campus prior to the approval of the 2009 – 2010 agreement with FHN. This agreement allows us to provide crisis intervention and assessment services for students free of charge and increases 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 2017 and Spring 2018 semesters. This agreement has been incorporated into the College’s risk management plan. Release and informed consent forms, 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 and HIPPA. The QMHP assigned to Highland also participates as a member of the Behavioral Intervention Team in conducting threat assessment. FHN also currently provides the confidential advisor services for students making confidential reports of sexual assault, misconduct, or harassment as outlined by the Preventing Sexual Violence in Higher Education Act and College policy #3.27.

This agreement will be evaluated at the end of the Spring 2018 semester.

BOARD ACTION: \_\_\_\_\_

## 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 as of June 1, 2017, and expire as of May 31, 2018.

#### HCC WILL:

- Pay Ninety Dollars (\$90.00) per hour for five (5) hours per week up to but 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;
- Confidential reports of sexual assault will be referred to the designated Confidential Advisor should the student elect to report it to the counselor and request the information be maintained confidentially, unless there is a safety concern and duty to warn that the college must address. When assault is indicated, referral to Voices for treatment may be made;
- 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. FHN Family Counseling will maintain electronic records for a period of seven (7) years with Center's QMHP assigned to Highland Community College 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, c/o Liz Gerber, 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: Vice President of Student Development  
2998 W. Pearl City Road  
Freeport, Illinois 61032

**CENTER:**

FHN Family Counseling Center  
Attention: AVP Behavioral Health  
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: Tim Hood  
As: President  
Date: \_\_\_\_\_

**FHN FAMILY COUNSELING CENTER**

BY: \_\_\_\_\_  
Print Name: Jennifer Aurand, PsyD  
As: AVP Behavioral Health  
Date: \_\_\_\_\_

Exhibit "A" – Release  
Exhibit "B" – Informed Consent

**AGENDA ITEM #IX-D-2  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD**

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

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves this Resolution providing for the transfer of interest from the Working Cash Fund to the Educational Fund for general purposes, in the amount of \$39,165 for FY17, 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 \$39,165, 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 \$39,165 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, 2017, by the following roll call vote upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_.

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees



**AGENDA ITEM #IX-D-3**  
**AUGUST 15, 2017**  
**HIGHLAND COMMUNITY COLLEGE BOARD**

**INTERFUND TRANSFER FROM THE EDUCATIONAL FUND**  
**TO THE AUXILIARY ENTERPRISES FUND**

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the transfer of funds from the Educational Fund to the Auxiliary Enterprises Fund in the amount of \$36,000 to support expenses in excess of revenues in the Auxiliary Enterprises Fund.

**BACKGROUND:** The Auxiliary Enterprises Fund includes as a revenue source the J. Rosemary Shockey Bookstore, the per credit hour student activity fee, the cafeteria, ticket sales for athletic and certain Fine Arts events, as well as miscellaneous revenue collected by student organizations or activities. Expenses in the Auxiliary Enterprises Fund include costs to operate the bookstore and cafeteria, as well as costs of athletic teams, certain Fine Arts events and clubs, student government and clubs, academic teams, and student activities. For FY17, the expenses in the Auxiliary Enterprises Funds exceeded the revenue by \$107,000. The Auxiliary Funds fund balance was depleted to absorb most of the deficit; however, support from the College's operating funds in the amount of \$36,000 is required in addition to this. This transaction will be included in the College's fiscal year 2017 financial records.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #IX-D-4**  
**AUGUST 15, 2017**  
**HIGHLAND COMMUNITY COLLEGE BOARD**

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

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the transfer of funds from the Operations and Maintenance Fund back to the Operations and Maintenance, Restricted Fund in the amount of \$68,650 to reverse a transfer done in FY17 to support operations.

**BACKGROUND:** At the June 20, 2017, regular Board meeting, the Board approved a transfer from the Operations and Maintenance, Restricted Fund to support operations. The transfer was needed because of the significant decline in state funding resulting from the State of Illinois budget impasse. Due to the adoption of the State of Illinois FY17 and FY18 budgets in July 2017, the College will restore the transferred funds to the fund in which they had accumulated. Historically, these funds have been used for building-related projects. This transaction will be included in the College's fiscal year 2017 financial records. Overall, the Operations and Maintenance Fund and the Operations and Maintenance, Restricted Fund will report net transfers of zero.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #IX-D-5**  
**AUGUST 15, 2017**  
**HIGHLAND COMMUNITY COLLEGE BOARD**

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

**RECOMMENDATION OF THE PRESIDENT:** That the Highland Community College Board approves the transfer of funds from the Educational Fund back to the Restricted Fund in the amount of \$325,000 to reverse a transfer done in FY17 to support insurance premium costs accounted for in the College's operating funds.

**BACKGROUND:** At the June 20, 2017, regular Board meeting, the Board approved a transfer from the Restricted Fund to support health insurance premium costs accounted for in the College's operating funds. The transfer was needed because of the significant decline in State funding resulting from the State of Illinois budget impasse. Due to the adoption of the State of Illinois FY17 and FY18 budgets in July 2017, the College will restore the transferred funds to the fund in which they had accumulated. Funds had accumulated in the budget center that accounted for the College's self-funded health insurance plan. The College changed to a fully insured health plan in FY16 and does not anticipate any further expenses related to the self-funded plan; however, it is anticipated that in future fiscal years, these funds may need to be utilized to support health insurance premium costs. This transaction will be included in the College's fiscal year 2017 financial records. Overall for this transfer, the Educational Fund and the Restricted Fund will report a net transfer of zero.

BOARD ACTION: \_\_\_\_\_

**AGENDA ITEM #IX-D-6  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD**

**PLANTE & MORAN, PLLC PAYMENT CARD AUDIT /  
PCI COMPLIANCE PROFESSIONAL SERVICES AGREEMENT**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees authorizes the President to approve the attached contracts with Plante & Moran, PLLC for professional and technical services used for auditing the College's current credit card processing environment and to guide the College in obtaining Payment Card Industry (PCI) compliance, for a cost not to exceed \$25,500. This cost is within the annual budget and is included in the College's risk management plan.

**BACKGROUND:** PCI security standards are technical and operational requirements set by the Payment Card Industry Security Standards Council to protect credit card information and data. These standards globally govern all organizations that store, process, and transmit credit card data for payment transactions. Compliance with the PCI set of standards is mandatory for those processing credit card transactions and is enforced by all major payment card brands, including MasterCard and Visa.

In order to maintain a secure credit card environment, the College needs to review its technical and procedural tasks and controls on an annual basis and submit attestation to the College's credit card processor affirming all controls are in place.

This fee also includes an internal and external network security assessment (penetration testing), which provides certified security experts utilizing automated tools, such as vulnerability scanners, to perform the tests. This level of testing is a new requirement from the PCI Security Standards Council.

This review will cover online systems the College uses for payments, including tuition, bookstore sales, and box office ticket sales, as well as in-person swipe terminals in the bookstore, box office, and the cashier's office.

Risks related to not having a properly secured credit card environment include credit card data breach and identity theft, which would include financial and reputation loss for the College.

BOARD ACTION: \_\_\_\_\_



Plante & Moran, PLLC  
 Suite 200  
 2155 Point Blvd.  
 Elgin, IL 60123  
 Tel: 847.697.6161  
 Fax: 847.697.6176  
 plantemoran.com

June 16, 2017

Pete Fink  
 Information Technology Services  
 Highland Community College  
 2998 Wes Pearl City Road  
 Freeport, IL 61032

Dear Mr. Fink:

Thank you for your selection of Plante & Moran, PLLC to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to Highland Community College ("Highland").

#### **Background**

Highland has requested assistance from Plante Moran to provide "as needed" assistance during their Payment Card Industry (PCI) Data Security Standards (DSS) compliance efforts. These compliance efforts are related to Highland's payment card processes.

Any organization that interacts with payment cards issued by one of the five major payment card companies (VISA, MasterCard, American Express, JCB, and Discover) is required to meet the PCI DSS requirements. Understanding and appropriately applying the unique requirements of the PCI DSS requires a unique expertise that most organizations do not possess in-house. Plante Moran is a Qualified Security Assessor (QSA) company certified by the PCI Security Standards Council (SSC). Our team of security professionals are knowledgeable in the PCI DSS with many holding the QSA designation individually.

These services are advisory in nature and do not include certifying Highland's compliance with PCI DSS. We can provide additional attestation services as a separate engagement. Please note, these engagements require a clearly defined scope, including the nature, timing, and required resources.

#### **Scope of Services**

Our consulting services will consist of the following:

##### On-Demand Services:

Our on-demand services will consist of providing resources on an "as-needed" basis to assist with PCI DSS compliance understanding and / or validation needs. The timing, nature, and scope of consulting services will be defined as each need arises through individual scope memos. Specifically, Plante Moran will assist Highland by providing security consultants familiar with the PCI DSS to provide the following consulting services:

Pete Fink  
Highland Community College

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June 16, 2017

- **Knowledge Sharing:** Our Cybersecurity professionals will provide guidance to Highland or their associated members for PCI concerns as they relate to their environment.
- **Requirements Validation:** Our Cybersecurity professionals will assist in validating PCI DSS requirements. Please note, these services are advisory in nature and not certifying Highland's compliance with PCI DSS. As part of assisting in the validation of PCI DSS requirement PM can provide services including, but not limited to, the following:
  - Technical reviews of system configurations
  - Review of policies and procedures
  - Compliance documentation review
  - Validation of compliance conclusions (on a sample basis)

We will make our team and resources available within two weeks from initial request.

### Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the value of the services we provide. This agreement includes up to 50 hours for our on-demand services. Security professionals available will consist of QSA and non-QSA employees who can be utilized based on the technical nature of the services requests. Our team will be billed at a discounted rate as outlined in the table below, plus related costs we incur.

Security Professional	Hourly Rate
QSA	\$265
Non-QSA	\$170

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Joe Oleksak  
Partner

Pete Fink  
Highland Community College

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June 16, 2017

**Agreed and Accepted**

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Highland Community College and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and Highland Community College.

**Highland Community College**

\_\_\_\_\_  
Pete Fink  
Information Technology Services

\_\_\_\_\_

Date

## Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated June 16, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and Highland Community College (referred to herein as "Highland").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Highland acknowledges that Highland is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Highland has designated Pete Fink, Information Technology Services, to oversee the services PM will provide.
2. **Nature of Services** – PM's procedures will be based on information and records provided to PM by Highland. PM will rely on such underlying information and records and the procedures will not include audit or verification of the information and records provided to PM in connection with the procedures.

The procedures PM will perform will not constitute an examination or audit of any Highland financial statements or any other items, including Highland's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Highland requires financial statements or other financial information for third-party use, or if Highland requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Highland agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Highland. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's procedures and periodically as PM progresses, PM will review the results of its work with Highland and provide Highland with any observations related to PM's services that PM believes warrant Highland's attention. PM also will provide Highland with copies of analyses or other materials that PM may develop in the course of this engagement upon Highland's request. PM will not issue a written report as a result of this engagement and Highland agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Highland's purposes.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Highland, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Highland, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of Highland.

In the interest of facilitating PM's services to Highland, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Highland recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Highland and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Highland in a timely manner of such request and to cooperate with Highland should Highland attempt, at Highland's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Highland as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.



**Professional Services Agreement – Consulting Services**

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Highland's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Highland acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Highland. In order to enable these service providers to assist PM in this capacity, Highland, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Highland's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Highland's consent shall be continuing until the services provided for this engagement agreement are completed.
6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Highland personnel providing PM staff the assistance necessary to satisfy Highland responsibilities under the scope of services. This assistance includes availability and cooperation of those Highland personnel relevant to PM's procedures and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Highland in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Highland agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Highland acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
9. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). Highland acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
10. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Highland agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature

**Professional Services Agreement – Consulting Services**

whatsoever so that the total aggregate liability of the PM and the PM Persons to Highland shall not exceed the total fees paid by Highland to PM for the services provided in connection with this engagement agreement. Highland and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Highland's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Highland, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Highland agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Highland shall be limited to no more than the total amount of fees paid by Highland for the particular phase of services alleged to have given rise to any such liability.

11. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Highland agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Highland but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Highland agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Highland will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
16. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Highland understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Highland.
18. **Agreement Not to Influence** – Highland and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Highland agrees that PM employees are not "contract for hire." PM may release Highland from these restrictions if Highland agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rates stated in this agreement for the PM employee.

***Professional Services Agreement – Consulting Services***

19. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
20. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Illinois.

**End of Professional Services Agreement – Consulting Services**



Plante & Moran, PLLC  
Suite 200  
2155 Point Blvd.  
Elgin, IL 60123  
Tel: 847.697.6161  
Fax: 847.697.6176  
plantemoran.com

June 16, 2017

Mr. Pete Fink  
Information Technology Services  
Highland Community College  
2998 West Pearl City Road  
Freeport, IL 61032

Dear Mr. Fink:

We continue to be complimented by your selection of our firm to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to Highland Community College ("Highland").

#### **Scope of Services**

Our consulting services will consist of the following:

**Network Security Assessment** – Internal and External: We will perform network security assessment services for Highland and the CDE environment. Specifically, we will test the segregated network used to collect, process, and store customer credit card data for the Highland card holder environment. The specific environment and associated devices will be determined by Highland management and provided to our team for testing.

The penetration testing methodology is based on PCI-DSS 3.2 and at a minimum, will include the following:

- Industry-accepted penetration testing approaches (for example, NIST SP800-115)
- Coverage for the entire CDE perimeter and critical systems
- Testing from both inside and outside the network
- Testing to validate any segmentation and scope-reduction controls
- Application-layer penetration tests to incorporate, at a minimum, the vulnerabilities listed in PCI-DSS (Version 3.2) Requirement 6.5
- Network-layer penetration tests to include components that support network functions, as well as, operating systems.
- Test and confirm all segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems

Mr. Pete Fink  
Highland Community College

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June 16, 2017

Any outsourced services or devices (outside the direct control of Highland) will not be included in the scope of the penetration testing.

This is a "Point-in-Time" assessment of Highland's vulnerabilities over its network infrastructure. New vulnerabilities arise on a daily basis which could alter the state of the Highland's vulnerability exposure. Network security is an on-going process which Highland should continue to proactively assess and monitor.

In addition to manual techniques, we use various automated tools, such as vulnerability scanners to perform the penetration test. These tools are configured not to cause system disruptions or degradation of service. However, we cannot control how your information systems are affected by the scans. We will discuss with your technology department the specific tools we will use and the timing for running the tests to minimize any potential impact. Prior to conducting the penetration testing, we will require management to sign and return on Company letterhead an authorization letter permitting us to access your network. A sample letter can be found in the Attachments Section at the end of this document.

#### **Fees and Payment Terms**

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the value of the services we provide. We estimate that our fee for this engagement will be approximately \$12,000, plus related costs we incur.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**PLANTE & MORAN, PLLC**



Joe Oleksak

Mr. Pete Fink  
Highland Community College

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June 16, 2017

**Agreed and Accepted**

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Highland Community College and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and Highland Community College.

**Highland Community College**

\_\_\_\_\_  
Mr. Pete Fink  
Information Technology Services

\_\_\_\_\_  
Date

## Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated June 16, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and Highland Community College (referred to herein as "Highland").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Highland acknowledges that Highland is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Highland has designated Pete Fink, Information Technology Services, to oversee the services PM will provide.
2. **Nature of Services** – PM's procedures will be based on information and records provided to PM by Highland. PM will rely on such underlying information and records and the procedures will not include audit or verification of the information and records provided to PM in connection with the procedures.

The procedures PM will perform will not constitute an examination or audit of any Highland financial statements or any other items, including Highland's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Highland requires financial statements or other financial information for third-party use, or if Highland requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Highland agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Highland. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's procedures and periodically as PM progresses, PM will review the results of its work with Highland and provide Highland with any observations related to PM's services that PM believes warrant Highland's attention. PM also will provide Highland with copies of analyses or other materials that PM may develop in the course of this engagement upon Highland's request. PM will not issue a written report as a result of this engagement and Highland agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Highland's purposes.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Highland, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Highland, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of Highland.

In the interest of facilitating PM's services to Highland, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Highland recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Highland and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Highland in a timely manner of such request and to cooperate with Highland should Highland attempt, at Highland's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be

**Professional Services Agreement – Consulting Services**

deemed billable to Highland as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Highland's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Highland acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Highland. In order to enable these service providers to assist PM in this capacity, Highland, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Highland's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Highland's consent shall be continuing until the services provided for this engagement agreement are completed.
6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Highland personnel providing PM staff the assistance necessary to satisfy Highland responsibilities under the scope of services. This assistance includes availability and cooperation of those Highland personnel relevant to PM's procedures and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Highland in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Highland agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Highland acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
9. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). Highland acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.



**Professional Services Agreement – Consulting Services**

10. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Highland agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and the PM Persons to Highland shall not exceed the total fees paid by Highland to PM for the services provided in connection with this engagement agreement. Highland and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Highland's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Highland, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Highland agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Highland shall be limited to no more than the total amount of fees paid by Highland for the particular phase of services alleged to have given rise to any such liability.

11. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Highland agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Highland but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Highland agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Highland will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
16. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Highland understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Highland.
18. **Agreement Not to Influence** – Highland and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Highland agrees that PM employees are not "contract for hire." PM may release Highland from these restrictions if Highland agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event,

**Professional Services Agreement – Consulting Services**

the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.

19. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
20. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Illinois.

**End of Professional Services Agreement – Consulting Services**

**Sample Authorization Letter**

<<Company Letterhead>>

<<Insert Current Date>>

Mr. Joe Oleksak  
Plante & Moran, PLLC  
Technology Consulting & Solutions  
2155 Point Boulevard  
Suite 200  
Elgin, IL 60123

Dear Mr. Oleksak:

This letter is intended to serve as both permission and authorization for the Information Technology Consulting practice of Plante & Moran, PLLC to perform a Network Security Assessment at <<Insert Company Name>>. This authorization to perform tests of controls includes, but is not limited to, attempts to gain access to the <<Insert Company Name>> computer networks and systems from internal locations, the Internet, and wireless access points.

As the <<Please Insert Your Title>> of <<Insert Company Name>>, I authorize employees of Plante & Moran, PLLC to perform the above tests for the period of 30 days starting <<Please Insert Date>>.

This letter of authorization is intended to enable the above mentioned Plante & Moran, PLLC employees to perform these tests without concern for being subject to action by <<Insert Company Name>> for either trespass on or unauthorized access to <<Insert Company Name>> property, computers, or networks.

Should it become necessary for the authorities to authenticate this authorization, they can contact me at <<Insert Company Name>>, <<Insert Location>>. My direct office phone number is <<Please Insert Your Number>>.

Very truly yours,

Name

Title

**AGENDA ITEM #IX-D-7  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD**

**DIRECT ENERGY BUSINESS, LLC  
ELECTRICITY SUPPLY COMMODITY MASTER AGREEMENT**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees formally approves the Commodity Master Agreement with Direct Energy Business, LLC for the College's supply of electricity at a purchase price of 5.927 cents per kilowatt hour, including losses, transmission, and capacity charges, for a period of 54 months beginning December 2017.

**BACKGROUND:** Utility rates fluctuate and the College makes every effort to take advantage of the lowest possible rates when the contract is up for renewal. Therefore, at the April 24, 2017, regular Board meeting, Trustees authorized the Director, Facilities and Safety to enter into utility contracts, with prior approval of the President, and that Trustees would give formal approval at the next regularly scheduled Board meeting. On July 10, 2017, following the approval of the President, a contract was signed with Direct Energy Business, LLC to supply electricity to the campus for a contract period of 54 months beginning December 2017. The contract represents a decrease of 14.04 percent in the price of the College's supply of electricity, not including losses, transmission, and capacity charges.

BOARD ACTION: \_\_\_\_\_



## Commodity Master Agreement

**This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and HIGHLAND COMMUNITY COLLEGE ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of July 07, 2017**

**1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

**2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

**3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

**4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

**5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

**6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than

for an Invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

**7. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

**8. Buyer's Usage Obligations:**

**A. Material Usage Deviation** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's Invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

**B. Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's Invoice.

**C. Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's Invoice.

**9. Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

**10. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**11. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the

non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (I) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (II) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**13. Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

**A.** Each Party represents that: (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

**B.** Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

**C.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.


**14. Other:**

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to:

Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.


**BUYER: HIGHLAND COMMUNITY COLLEGE**

By:   
 Print Name: KURT SIMPSON  
 Title: DIRECTOR, FACILITIES & SAFETY  
 Date: 7/10/17

**SELLER: DIRECT ENERGY BUSINESS, LLC**

Direct Energy Business Marketing, LLC  
 By:  
 Print Name:  
 Title:  
 Date:



Date: July 07, 2017	Product Code: PJM_FP_AI_100MAC_IL
	DIRECT ENERGY BUSINESS, LLC 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

**CUSTOMER INFORMATION**

Customer Name: HIGHLAND COMMUNITY COLLEGE	Billing Contact: <b>SAME</b>
Contact Name: Energy Buyer <b>KURT SIMPSON</b>	Billing Address: <b>S</b>
Address: 2998 W PEARL CITY RD, FREEPORT, IL 610329338	
Telephone: (999) 999-9999 <b>815-599-3501</b>	Telephone: <b>S</b>
Fax: <b>815-599-3453</b>	Fax: <b>S</b>
Email: <b>kurt.simpson@highland.edu</b>	

**ELECTRICITY TRANSACTION CONFIRMATION - ILLINOIS FIXED AI 100 MAC (PJM)**

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated July 10, 2017, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.

The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

Delivery Period:	For each Service Location, the first meter read date will be on or after: <u>December 01, 2017</u> and will continue for a term of <u>54 Months</u>  Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.  Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.
Delivery Point:	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
Contract Quantity:	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
Tax Exemption Status:	<input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> Exempt If exempt, must attach certificate.
Purchase Price:	The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; the Illinois Energy Efficiency Fund Fee; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service (NITS) charges, including Regional Transmission Expansion Planning (RTEP); applicable Renewable Portfolio Standard ("RPS") charges; any Reliability Must Run ("RMR") charges, as applicable; and the Services Fee.  Any and all costs and fees associated with PJM Balancing Congestion (pursuant to FERC Dockets EL16-6 and ER16-121) are not included in the Purchase Price. Said costs and fees shall be invoiced by Seller to Buyer in addition to the Purchase Price and shall be due and owing by Buyer in accordance with Section 4 of the CMA.

<p>Bill type:</p>	<p>Dual/Supplier Consolidated</p>
<p>Definitions:</p>	<p>"Ancillary Services" means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p>"Capacity" means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p>"Exhibit A" refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other Index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p>"PJM" means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p>"Regional Transmission Expansion Planning" (RTEP) PJM's comprehensive annual process that examines the three (3) interrelated components of electric power system reliability: load, generation, and transmission.</p> <p>"Reliability Must Run" (RMR) is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p>"Renewable Portfolio Standard (RPS)" is a regulation that requires the increased production of energy from renewable energy sources.</p> <p>"Services Fee" is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p>
<p>Special Provisions:</p>	<p>1. <b>Change in Utility Account Numbers:</b> The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p>2. <b>Third Party Charges:</b> Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p>3. <b>Material Usage Deviation:</b> Section 8(A) of the Agreement is deleted in its entirety and replaced with the following: "If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 100% or more."</p> <p>4. <b>End User:</b> The following warranty shall be added to Section 13(B), Representations and Warranties of the Agreement: "(g) Buyer represents and warrants that it is the intended end-use customer for all Commodity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Commodity purchased under this Agreement.</p> <p>5. Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."</p> <p>6. Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in Section 4 of the Agreement) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).</p>

<p>BUYER: HIGHLAND COMMUNITY COLLEGE</p> <p>By: <u>Kurt Simpson</u></p> <p>Name: <u>KURT SIMPSON</u></p> <p>Title: <u>DIRECTOR FACILITIES &amp; SAFETY</u></p> <p>Date: <u>7/10/17</u></p>	<p>SELLER: Direct Energy Business, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**EXHIBIT A PRICING ATTACHMENT**

**This Exhibit A is to the Transaction Confirmation dated July 07, 2017 between  
 DIRECT ENERGY BUSINESS LLC  
 and  
 HIGHLAND COMMUNITY COLLEGE  
 for a term of 54 Months**

**PJM\_FP\_AI\_100MAC\_IL**

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0021096033	2998 Pearl City Rd ( Highland Community College )	Commonwealth Edison	R73	PJM_WEST	30.3 / 27.4	12/13/2017	5.927	139,379
0954135007	2998 Pearl City Rd ( Highland Community College )	Commonwealth Edison	R76	PJM_WEST	848.0 / 888.2	12/13/2017	5.927	4,353,297
0954134000	2998 Pearl City Rd ( YMCA of Northwest Illinois )	Commonwealth Edison	R75	PJM_WEST	208.2 / 218.0	12/13/2017	5.927	1,631,578
<b>Total Annual Usage:</b>								<b>6,124,254</b>

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

**Monthly Contract Quantity**

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2017</b>												473,212
<b>2018</b>	788,737	594,383	605,192	454,454	377,608	394,869	417,783	439,672	377,225	409,888	498,105	772,083
<b>2019</b>	788,737	594,383	598,481	460,342	377,608	388,707	425,017	430,941	384,515	409,888	491,099	780,527
<b>2020</b>	788,737	610,635	605,192	460,342	366,822	401,030	432,251	422,209	391,805	402,503	491,099	788,972
<b>2021</b>	774,049	594,383	611,903	460,342	366,822	401,030	417,783	430,941	391,805	395,118	498,105	797,416
<b>2022</b>	781,393	594,383	611,903	454,454	372,215	187,147						

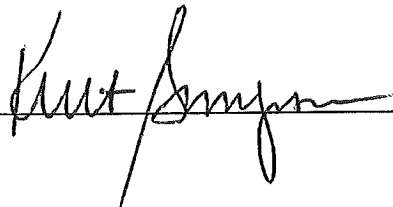
\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month

**Special Terms & Conditions**

- The fixed price is for electricity supply only; it does not include any applicable utility charges or taxes.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Accepted and Agreed to:

By:  Date: 7/10/17



PowerSupply Coordination®  
Service Agreement

Billing Contact Information  
and Selection Form

Account / Customer Name: HIGHLAND COMMUNITY COLLEGE

Your Name	K	U	R	T	S	I	M	P	S	O	N								
Your Phone	8	1	5		5	9	9		3	5	0	1	x						
Billing Information Address will be applied to all accounts on Agreement	(Exceptions: Please complete a separate form per account and list number)																		
Billing Contact Name	K	U	R	T	S	I	M	P	S	O	N								
Billing Contact Phone	8	1	5		5	9	9		3	5	0	1	x						
Billing Contact Fax	8	1	5		5	9	9		3	4	5	3							
Billing Contact Email	KURT.SIMPSON@highland.edu																		
Billing Company Name	HIGHLAND COMMUNITY COLLEGE																		
Billing Address 1	2	9	9		W				P	E	A	R	L	C	I	T	Y	R	D
Billing Address 2																			
Billing City, State	FREEPORT IL																		
Zip + 4	6	1	0	3	2				9	3	3	8							

Please select, by initialing in the spaces provided below, those options to be applied to your billing accounts.

My accounts are Tax Exempt

Please provide current copy of a valid Tax Exemption Form when submitting this document to receive applicable tax exemption on your electricity invoices.  
(Direct Energy can only apply exemptions if a completed form is provided)

Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)  
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Please check here if you would like to receive your contract electronically instead of in the mail.

**Internal Use Only**

Billing Address update required for ERM Accounts    Yes     No

LDC Account to be used to identify account for Scanning

**AGENDA ITEM #IX-D-8  
AUGUST 15, 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 July 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 325637 through 325908 amounting to \$712,609.00, Automated Clearing House (ACH) debits W0000429 through W0000432 amounting to \$9,814.68, Electronic Refunds of \$33,056.19 with 2 adjustments of \$919.68, such warrants amounting to \$754,560.19. Transfers of funds for payroll amounted to \$506,400.89.

Automated Clearing House (ACH) debits are SISCO payments. Electronic Refunds are issued to students.

BOARD ACTION: \_\_\_\_\_

**HIGHLAND COMMUNITY COLLEGE  
AGENCY FUND**

Balance Sheet, July 31, 2017

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$225,331.37	\$833.34	\$0.00	\$226,164.71
FIFTH THIRD	20,569.26	0.00	0.00	20,569.26
UNION LOAN AND SAVINGS	172,193.57	0.00	0.00	172,193.57
<b>TOTAL ASSETS</b>	<b>\$418,094.20</b>	<b>\$833.34</b>	<b>\$0.00</b>	<b>\$418,927.54</b>
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	77,946.24	833.34		78,779.58
1019 YMCA BLDG/MAINT	37,131.79			37,131.79
1020 HCC BLDG/MAINT	54,222.13			54,222.13
1021 YMCA/HCC INTEREST	96,426.35			96,426.35
1022 HCC SECTION 125 PLAN	20,569.26			20,569.26
<b>TOTAL</b>	<b>\$418,094.20</b>	<b>\$833.34</b>	<b>\$0.00</b>	<b>\$418,927.54</b>



**AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY17 AND FY18**

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

**FY17 Operating Funds as of June 30, 2017**

- The FY17 reports include unaudited year-to-date figures as of June 30, 2017. It is possible that adjustments may occur as part of the annual audit, which is currently underway.
- The District's EAV increased from tax year 2015 to 2016 by 1.6%. The budget included a 1% increase. Local tax revenue for FY17 is about \$20,000 more than budgeted (.3%).
- State funding, which is a combination of the stopgap budget (July 1, 2016 – December 31, 2017) and an additional allocation approved in July 2017, after a legislative override of the Governor's veto, amounted to a total of \$1,864,399, which is \$1,125,438 more than budgeted. The amount budgeted was based on the expectation at the start of the fiscal year that community colleges would receive funding equal to about one half of FY15 levels.
- To date, the College has received \$217,074 in unrestricted additional FY17 allocations from the State. (Stopgap budget allocations were paid in September 2016.) In addition, payment of the allocation earmarked to cover the \$63,730 Illinois Veteran Grant (IVG) to students was received. In previous years, the Illinois Veteran Grant has been absorbed by the College.
- Year-end Tuition & Fees revenue is about 3.8% less than budgeted. The budgeted revenue was based on a tuition rate of \$129 and flat enrollment from FY16 in unrestricted certified credit hours. Actual unrestricted certified credit hours appear to have decreased by about 2% from FY16.
- Non-governmental Gifts and Grants includes the payment received from the Foundation fundraising efforts to make the scheduled payments on the debt certificates used to finance the nursing wing and wind turbine technician facility. In addition, the Foundation provided the College with \$201,942 in gifts to the Operating Funds and a \$266,000 draw down from the Matching Fund.
- Overall, total Operating Funds revenue was about 7.1% (\$962,181) more than the amount budgeted.
- In the Salaries expenditure line item, the actual amount spent was about 3.5% lower than budgeted. This is due to open positions and positions that were filled later in the year than anticipated. In conjunction with this, employee benefits are lower than budgeted.

- The Materials & Supplies line item, Contractual Services line item, and the Conference & Meeting line item are lower than budgeted. This is based on departmental needs for items such as contractual instruction, instructional supplies, consultants, publications & dues, advertising, travel costs, and training. Budget managers have done a great job throughout the year managing resources and cutting costs.
- The Utilities line item is about 2.8% under budget. This is due to scheduling of the heating/cooling systems according to building occupancy, renegotiation of electricity rates, and mild weather. The College's utility costs have been managed very efficiently and have decreased from year to year.
- The Other Expenditures line item includes the write-off of about \$82,000 of student accounts that were deemed uncollectible, \$433,000 of tuition waivers, as well as the cost of processing credit cards, and other financial charges. Some budget centers utilized budgeted funds in other lines to purchase needed items categorized as capital outlay.
- The Transfer In (Out) line item includes transfers into the Operating Funds from the Working Cash Fund (of net investment revenue), transfer of donated funds for the Hospitality program, and a transfer from the Operations and Maintenance, Restricted Fund to support the debt certificate payment. This line also includes a transfer out of the Operating Funds to the Auxiliary Funds to support the activities accounted for in that set of funds.
- Total expenditures were about 1.7% lower than budgeted. The actual expenditure amount included in this report is about \$16,000 less than projected in the July report. Most of the variance is due to journal entries made at fiscal year-end to spend down grants/gifts and to accrue utilities and salaries. Adult Education funding was not known until June 30<sup>th</sup>, therefore the July report (completed prior to June 30<sup>th</sup>) included the assumption that the Operating funds would supplant state funding for Adult Education for FY17. Based on the funding allocated on June 30<sup>th</sup>, the Operating funds will only partially support Adult Education. Additionally, as mentioned above, budget managers made efficient use of resources causing many expenses to come in under the amount budgeted.
- The net result for the fiscal year is an Operating funds excess of revenues over expenses in the amount of \$921,293.

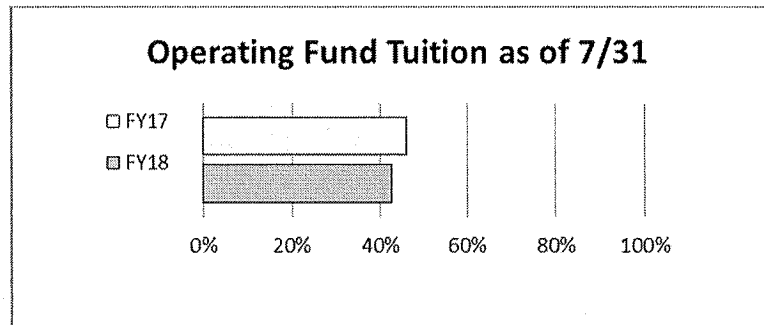
#### **FY17 Other Funds as of June 30, 2017**

- The Operations and Maintenance Fund (Restricted) reflects the costs incurred for Protection, Health, and Safety Projects: upgrade of campus building and environmental controls and Building H make-up air unit replacement. This fund also includes expenditures for bond projects from the 2016 bond issuance.
- The Bond and Interest Fund reflects payments made on the 2014 funding bonds and the 2012 working cash bond.

- The Auxiliary Enterprise Fund includes bookstore and cafeteria sales, as well as the costs of operating such. In addition, this fund includes the costs of athletics, theater, and all student activities. This fund has almost no fund balance as of the end of FY17.
- The Restricted Purpose Fund includes all restricted grants received by the College during the fiscal year. In addition, the health insurance fund is included here.
- The expenses in the Liability, Protection, and Settlement Fund include liability insurance, workman's compensation insurance, and safety related services such as the contract for Sheriff's deputies housed on campus. These costs are in accordance with our Risk Management Program

**FY18 All Funds as of July 31, 2017**

- The budget column reflects amounts included in the tentative budget and may change prior to the adoption of the permanent budget in September.
- In the expenditure line items, all of the funds include encumbered purchase orders for expenses to be incurred throughout the year.
- In the expenditure line items, the health insurance premium for the month of July has been paid, however, the costs have not yet been allocated to those budget centers/funds that include employee benefits.
- **Current Results as of Month End:** The following chart shows the comparison of the FY17 Operating Funds tuition revenue results to FY18 results as of July 31<sup>st</sup>. The FY17 bar is the year to date results as of July 31, 2016 divided by the actual year end results for FY17. The FY18 bar is the year to date results for July 31, 2017 divided by the annual budgeted amount for FY18.



The amount of tuition and fee revenue budgeted in the Operating Funds for FY18 will likely need to be decreased.

**June 2017**  
**Financials**  
**(FY17)**

AGENDA ITEM #X-A  
AUGUST 15, 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 June 30, 2017

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$5,923,301	\$5,944,042	100.4%
Credit Hour Grants	648,393	1,257,605	194.0%
Equalization	28,355	361,790	1275.9%
ICCB Career/Tech Education	58,713	245,004	417.3%
ICCB Performance	3,500	-	0.0%
CPP Replacement Tax	425,000	435,189	102.4%
Dept. of Educ.	8,300	9,852	118.7%
Other Federal Sources	27,241	23,048	84.6%
Tuition & Fees	5,450,750	5,241,757	96.2%
Sales & Services	40,950	44,624	109.0%
Facilities Revenue	92,784	109,661	118.2%
Interest on Investments	5,000	12,930	258.6%
Non-Govt. Gifts, Grants	895,131	853,374	95.3%
Miscellaneous	15,563	46,286	297.4%
	-----	-----	-----
Total Revenue	\$13,622,981	\$14,585,162	107.1%
<u>EXPENDITURES:</u>			
Salaries	\$8,789,769	\$8,478,849	96.5%
Employee Benefits	2,297,433	2,215,833	96.4%
Contractual Services	741,373	615,443	83.0%
Materials & Supplies	858,507	830,127	96.7%
Conference & Meeting	228,080	156,792	68.7%
Fixed Charges	44,753	47,865	107.0%
Debt Certificate Payment	439,132	435,906	99.3%
Utilities	627,251	609,439	97.2%
Capital Outlay	-	17,108	100.0%
Other Expenditures	353,386	347,781	98.4%
Transfers (In) Out	(484,827)	(91,274)	18.8%
	-----	-----	-----
Total Expenditures	\$13,894,857	\$13,663,869	98.3%
Excess of Revenues Over Expenditures	(\$271,876)	\$921,293	
Fund Balance 7/1/16	2,917,911	2,917,911	
	-----	-----	
Fund Balance 6/30/17	\$2,646,035	\$3,839,204	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY17

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended June 30, 2017

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$800,000	\$800,014	100.0%
Interest on Investments	-	25,314	100.0%
Other	-	2,467	100.0%
-----	-----	-----	-----
Total Revenue	\$800,000	\$827,795	100.0%
EXPENDITURES:			
-----			
Contractual Services	73,418	23,052	100.0%
Materials & Supplies	9,835	1,473	15.0%
Capital Outlay	2,608,937	1,152,966	44.2%
Transfers Out	118,650	50,000	0.0%
-----	-----	-----	-----
Total Expenditures	\$2,810,840	\$1,227,491	43.7%
Excess of Revenues Over Expenditures	(\$2,010,840)	(\$399,696)	
Fund Balance 7/1/16	\$2,282,549	\$2,282,549	
-----	-----	-----	
Fund Balance 6/30/17	\$271,709	\$1,882,853	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY17

AUXILIARY ENTERPRISE FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended June 30, 2017

REVENUE:	Budget	Year to-Date	Percent
-----			
Tuition and Fees	\$245,000	\$241,205	98.5%
Bookstore Sales	968,000	852,703	88.1%
Athletics	43,430	26,757	61.6%
Other	134,850	202,359	150.1%
	-----	-----	-----
Total Revenue	\$1,391,280	\$1,323,024	95.1%
EXPENDITURES:			
-----			
Salaries	\$294,033	\$250,444	85.2%
Employee Benefits	34,325	34,207	99.7%
Contractual Services	75,260	76,177	101.2%
Materials & Supplies	870,042	897,848	103.2%
Conference & Meeting	179,009	170,765	95.4%
Fixed Charges	1,766	3,457	195.8%
Utilities	600	536	89.3%
Capital Outlay	700	5,302	757.4%
Other Expenditures	15,356	26,580	173.1%
Transfers	(2,932)	(35,000)	1193.7%
	-----	-----	-----
Total Expenditures	\$1,468,159	\$1,430,316	97.4%
Excess of Revenues Over Expenditures	(\$76,879)	(\$107,292)	
Fund Balance 7/1/16	\$110,376	\$110,376	
	-----	-----	
Fund Balance 6/30/17	\$33,497	\$3,084	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY17

RESTRICTED PURPOSE FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended June 30, 2017

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$106,786	\$112,163	105.0%
Adult Education	262,342	256,993	98.0%
Other Illinois Sources	101,268	16,784	16.6%
Department of Education	4,773,630	4,402,553	92.2%
Other Federal Sources	73,212	55,627	76.0%
Tuition & Fees	575,000	548,949	95.5%
Sales & Service Fees	28,852	29,134	101.0%
Interest	19,677	24,656	125.3%
Non-govt. Gifts, Grants	21,000	78,438	373.5%
Other	302,960	319,601	105.5%
	-----	-----	-----
Total Revenue	\$6,264,727	5,844,898	93.3%
 <u>EXPENDITURES:</u>			
Salaries	\$930,972	\$830,842	89.2%
Employee Benefits	188,425	169,804	90.1%
Contractual Services	513,718	449,750	87.5%
Materials & Supplies	75,602	107,425	142.1%
Conference & Meeting	54,004	39,557	73.2%
Fixed Charges	24,848	22,371	90.0%
Utilities	4,152	4,152	100.0%
Capital Outlay	44,055	54,022	122.6%
Other Expenditures	53,453	64,904	121.4%
Financial Aid	4,384,831	4,026,829	91.8%
Transfers out	362,109	37,109	0.0%
	-----	-----	-----
Total Expenditures	\$6,636,169	\$5,806,765	87.5%
Excess of Expenditures Over Revenue	(\$371,442)	\$38,133	
Fund Balance 7/1/16	863,220	863,220	
	-----	-----	
Fund Balance 6/30/17	\$491,778	\$901,353	



AGENDA ITEM #X-A  
 AUGUST 15, 2017  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY17  
 AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance  
 For the Period Ended June 30, 2017

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$44,000	\$44,035	100.1%
	-----	-----	-----
Total Revenue	\$44,000	\$44,035	100.1%
EXPENDITURES:			
-----			
Contractual Services	\$45,000	\$45,000	100.0%
	-----	-----	-----
Total Expenditures	\$45,000	\$45,000	100.0%
Excess of Revenues Over Expenditures	(\$1,000)	(\$965)	
Fund Balance 7/1/16	\$14,015	\$14,015	
	-----	-----	
Fund Balance 6/30/17	\$13,015	\$13,050	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY17

BOND AND INTEREST FUND  
Statement of Revenue, Expenditures, & Changes in Fund Balance  
For the Period Ended June 30, 2017

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,696,556	\$1,692,448	99.8%
-----	-----	-----	-----
Total Revenue	\$1,696,556	\$1,692,448	99.8%
EXPENDITURES:			
-----			
Fixed Charges	\$1,705,013	\$1,705,013	100.0%
Other Expenditures	-	21,033	100.0%
-----	-----	-----	-----
Total Expenditures	\$1,705,013	\$1,726,046	101.2%
Excess of Revenues Over Expenditures	(\$8,457)	(\$33,598)	
Fund Balance 7/1/16	\$998,170	\$998,170	
-----	-----	-----	
Fund Balance 6/30/17	\$989,713	\$964,572	

AGENDA ITEM #X-A  
 AUGUST 15, 2017  
 HIGHLAND COMMUNITY COLLEGE BOARD  
 FY17

LIABILITY, PROTECTION, AND SETTLEMENT FUND  
 Statement of Revenue, Expenditures, & Changes in Fund Balance  
 For the Period Ended June 30, 2017

REVENUE:	Budget	Year to-Date	Percent
Local Taxes	\$951,000	\$951,155	100.0%
Total Revenue	\$951,000	\$951,155	100.0%
EXPENDITURES:			
Salaries	\$273,215	\$264,309	96.7%
Employee Benefits	352,486	304,050	86.3%
Contractual Services	300,512	257,314	85.6%
Materials & Supplies	19,658	5,428	27.6%
Conference & Meetings	15,700	4,587	29.2%
Fixed Charges	222,331	220,811	99.3%
Utilities	6,822	4,157	60.9%
Total Expenditures	\$1,190,724	\$1,060,656	89.1%
Excess of Revenues Over Expenditures	(\$239,724)	(\$109,501)	
Fund Balance 7/1/16	\$495,540	\$495,540	
Fund Balance 6/30/17	\$255,816	\$386,039	

**July 2017**  
**Financials**  
**(FY18)**

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE  
FY18

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

<u>REVENUE:</u>	<u>Tentative Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$6,019,324	\$16,052	0.3%
Credit Hour Grants	504,413	-	0.0%
Equalization	-	-	0.0%
ICCB Career/Tech Education	115,894	-	0.0%
ICCB Performance	-	-	0.0%
CPP Replacement Tax	425,000	-	0.0%
Dept. of Educ.	8,300	-	0.0%
Other Federal Sources	27,241	-	0.0%
Tuition & Fees	5,700,500	2,438,964	42.8%
Sales & Services	37,800	-	0.0%
Facilities Revenue	102,286	4,666	4.6%
Interest on Investments	8,000	-	0.0%
Non-Govt. Gifts, Grants	883,398	-	0.0%
Miscellaneous	16,300	1,408	8.6%
	-----	-----	-----
Total Revenue	\$13,848,456	\$2,461,090	17.8%
<u>EXPENDITURES:</u>			
Salaries	\$8,818,982	\$244,774	2.8%
Employee Benefits	2,253,237	465,543	20.7%
Contractual Services	823,997	122,613	14.9%
Materials & Supplies	919,268	130,937	14.2%
Conference & Meeting	279,068	3,462	1.2%
Fixed Charges	55,612	26,653	47.9%
Debt Certificate Payment	439,431	-	0.0%
Utilities	632,351	400,089	63.3%
Capital Outlay	-	-	100.0%
Other Expenditures	467,484	175,250	37.5%
Transfers (In) Out	(246,300)	-	0.0%
	-----	-----	-----
Total Expenditures	\$14,443,130	\$1,569,321	10.9%
Excess of Revenues Over Expenditures	(\$594,674)	\$891,769	
Fund Balance 7/1/17	2,508,360	3,840,731	
	-----	-----	
Fund Balance 7/31/17	\$1,913,686	\$4,732,500	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$741,500	\$2,143	0.3%
Interest on Investments	-	-	100.0%
Other	-	-	100.0%
-----	-----	-----	-----
Total Revenue	\$741,500	\$2,143	100.0%
EXPENDITURES:			
-----			
Contractual Services	125,815	-	100.0%
Materials & Supplies	8,995	-	0.0%
Capital Outlay	2,108,036	361,178	17.1%
Transfers Out	-	-	0.0%
-----	-----	-----	-----
Total Expenditures	\$2,242,846	\$361,178	16.1%
Excess of Revenues Over Expenditures	(\$1,501,346)	(\$359,035)	
Fund Balance 7/1/17	\$1,600,000	\$1,882,853	
-----	-----	-----	
Fund Balance 7/31/17	\$98,654	\$1,523,818	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----			
Tuition and Fees	\$315,000	\$139,069	44.1%
Bookstore Sales	854,000	36,594	4.3%
Athletics	42,460	-	0.0%
Other	121,100	1,232	1.0%
	-----	-----	-----
Total Revenue	\$1,332,560	\$176,895	13.3%
EXPENDITURES:			
-----			
Salaries	\$302,850	\$10,887	3.6%
Employee Benefits	33,489	-	0.0%
Contractual Services	86,770	170	0.2%
Materials & Supplies	790,562	397,532	50.3%
Conference & Meeting	182,615	2,231	1.2%
Fixed Charges	5,470	-	0.0%
Utilities	500	600	120.0%
Capital Outlay	600	-	0.0%
Other Expenditures	15,016	1,026	6.8%
Transfers	(110,000)	-	0.0%
	-----	-----	-----
Total Expenditures	\$1,307,872	\$412,446	31.5%
Excess of Revenues Over Expenditures	\$24,688	(\$235,551)	
Fund Balance 7/1/17	\$17,000	\$3,042	
	-----	-----	
Fund Balance 7/31/17	\$41,688	(\$232,509)	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18

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

<u>REVENUE:</u>	Tentative		
	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$101,746	\$0	0.0%
Adult Education	273,927	-	0.0%
Other Illinois Sources	24,025	-	0.0%
Department of Education	4,421,988	-	0.0%
Other Federal Sources	34,443	-	0.0%
Tuition & Fees	575,000	256,080	44.5%
Sales & Service Fees	26,510	25,234	95.2%
Interest	20,000	-	0.0%
Non-govt. Gifts, Grants	23,400	-	0.0%
Other	304,785	-	0.0%
	-----	-----	-----
Total Revenue	\$5,805,824	281,314	4.8%
<u>EXPENDITURES:</u>			
Salaries	\$851,765	\$71,149	8.4%
Employee Benefits	170,935	3,206	1.9%
Contractual Services	588,030	19,788	3.4%
Materials & Supplies	74,418	49,261	66.2%
Conference & Meeting	56,850	566	1.0%
Fixed Charges	24,221	300	1.2%
Utilities	4,152	-	0.0%
Capital Outlay	31,699	-	0.0%
Other Expenditures	43,657	-	0.0%
Financial Aid	4,042,013	-	0.0%
Transfers out	340,300	-	0.0%
	-----	-----	-----
Total Expenditures	\$6,228,040	\$144,270	2.3%
Excess of Expenditures Over Revenue	(\$422,216)	\$137,044	
Fund Balance 7/1/17	491,830	901,263	
	-----	-----	
Fund Balance 7/31/17	\$69,614	\$1,038,307	



AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18  
AUDIT FUND

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$44,000	\$119	0.3%
	-----	-----	-----
Total Revenue	\$44,000	\$119	0.3%
EXPENDITURES:			
-----			
Contractual Services	\$4,600	\$0	0.0%
	-----	-----	-----
Total Expenditures	\$4,600	\$0	0.0%
Excess of Revenues Over Expenditures	\$39,400	\$119	
Fund Balance 7/1/17	\$13,015	\$13,048	
	-----	-----	
Fund Balance 7/31/17	\$52,415	\$13,167	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----			
Local Taxes	\$1,694,688	\$4,498	0.3%
Total Revenue	\$1,694,688	\$4,498	0.3%
EXPENDITURES:			
-----			
Fixed Charges	\$1,660,638	\$0	0.0%
Total Expenditures	\$1,660,638	\$0	0.0%
Excess of Revenues Over Expenditures	\$34,050	\$4,498	
Fund Balance 7/1/17	\$989,713	\$964,572	
Fund Balance 7/31/17	\$1,023,763	\$969,070	

AGENDA ITEM #X-A  
AUGUST 15, 2017  
HIGHLAND COMMUNITY COLLEGE BOARD  
FY18

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

REVENUE:	Tentative Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$993,000	\$2,546	0.3%
-----	-----	-----	-----
Total Revenue	\$993,000	\$2,546	0.3%
EXPENDITURES:			
-----			
Salaries	\$285,436	\$16,061	5.6%
Employee Benefits	353,404	79,781	22.6%
Contractual Services	296,012	44,398	15.0%
Materials & Supplies	11,900	-	0.0%
Conference & Meetings	13,200	-	0.0%
Fixed Charges	214,916	139,464	64.9%
Utilities	6,822	800	11.7%
-----	-----	-----	-----
Total Expenditures	\$1,181,690	\$280,504	23.7%
Excess of Revenues Over Expenditures	(\$188,690)	(\$277,958)	
Fund Balance 7/1/17	\$370,000	\$386,040	
-----	-----	-----	
Fund Balance 7/31/17	\$181,310	\$108,082	