



**Highland Community College Board of Trustees  
Board Retreat  
September 12, 2019 – 8:30 a.m.  
Highland Community College  
Student/Conference Center Room H-206  
2998 West Pearl City Road, Freeport, Illinois**

**I. CALL TO ORDER/ROLL CALL**

**II. PUBLIC COMMENTS**

**III. OPENING REMARKS**

**IV. ADMINISTRATIVE UPDATES**

- A. Marketing Opportunities from Gift
- B. Digital Signs/Signage Upgrades
- C. Foundation
- D. FY19 and FY20 Budgets
- E. Update on College Bonds, Series 2019 & Series 2020
- F. Variable Tuition
- G. Higher Learning Commission Update
- H. Mission and Vision
- I. Compensation Statements
- J. Cancellation of 2019 – 2020 Women's Basketball Season

**V. MAIN MOTIONS (ACTION)**

- A. Approval of Service Provision Agreement Between New Horizons Counseling Center and Highland Community College for the Provision of Student Mental Health Services
- B. Approval of Agreement with Global Educational Tours for the Provision of Student Tour Services for the Highland Community College Choral trip to Ireland (Page

**VI. CLOSED SESSION**

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

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**VII. ACTION, IF NECESSARY**

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

**VIII. BOARD UPDATES**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- A. Open Discussion

**XI. ADJOURN**

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

AGENDA ITEM #V-A  
SEPTEMBER 12, 2019  
HIGHLAND COMMUNITY COLLEGE

APPROVAL OF SERVICE PROVISION AGREEMENT BETWEEN NEW HORIZONS  
COUNSELING CENTER AND HIGHLAND COMMUNITY COLLEGE FOR THE  
PROVISION OF STUDENT MENTAL HEALTH SERVICES

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Board of Trustees approves the agreement between Highland Community College and New Horizons Counseling Center for the provision of student mental health assessments, crisis counseling, consultation and training at a rate of \$100.00/hour for a minimum of 10 hours per week and a maximum of 15 hours per week while classes are in session during FY20.

**BACKGROUND:** Highland Community College opened a campus counseling center in 2009 in response to an identified need for behavioral health services. During the summer 2019 semester, Highland conducted a request for proposals process with the goal of selecting a provider for mental health services, including crisis counseling and mental health assessment for Highland students. The provider plays an important role in prevention education and mental health awareness activities. The counselor assigned to Highland also participates as a member of the Behavioral Intervention Team in conducting threat assessment.

The attached service provision agreement stipulates that a licensed clinical professional counselor (LCPC) will be located on Highland's campus 10 to 15 hours per week while classes are in session for the Fall 2019 and Spring 2020 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 LCPC to execute services and communicate with appropriate Highland staff while remaining compliant with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). This agreement will be reviewed at the end of the Spring 2020 semester. These services will continue to be funded through the Tort fund.

The request for proposals was mailed to 10 service providers in the area and advertised on the Highland web site and in the local media. Two proposals were submitted to the Behavioral Intervention Team for review. Both providers met the requirements of the institution. Proposed per hour fees are outlined below:

PROVIDERS	PER HOUR FEE PROPOSED
New Horizons Counseling Center	\$100.00/hour
FHN Family Counseling Center	\$110.00/hour

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



## HIGHLAND COMMUNITY COLLEGE

### SERVICE PROVISION AGREEMENT

#### Between New Horizons Counseling Center and Highland Community College

Highland Community College (“HCC”) and New Horizons Counseling Center (“Center”) enter into this Agreement for the Center to provide: (a) mental health assessment services, (b) crisis intervention, and (c) training on the HCC Campus. This Agreement shall commence on the 19<sup>th</sup> day of August, 2019, and expire on the 13<sup>th</sup> day of May, 2020.

#### HCC WILL:

- Pay one hundred dollars (\$100.00) per hour for ten (10) hours per week up to but not to exceed fifteen (15) hours per week for the services of a Licensed Clinical Professional Counselor (“LCPC”); however, in the event of a Catastrophic Situation (as defined below), the hours and reimbursement for the hours may exceed the fifteen (15) hours per week. In the event NHCC is not able to provide services that week, HCC will not be billed.
- Provide a calendar of the college semester including days classes are in session and holidays;
- Provide the LCPC access to an HCC E-mail Account with electronic calendar, telephone with private voicemail, office space, computer, and a locked filing cabinet during the hours the LCPC is present on campus;
- Coordinate and schedule individual student meetings for the Center staff during work hours on HCC’s Campus as needed;
- 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 LCPC 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 ten (10) hours per week up to but not to exceed fifteen (15) hours per week for the services of a Licensed Clinical Professional Counselor (“LCPC”); however, in the event of a Catastrophic Situation (as defined below), the hours and reimbursement for the hours may exceed the fifteen (15) hours per week. In the event NHCC is not able to provide services that week, HCC will not be billed;
- 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 threat assessment consultation to the group; plan, develop and deliver trainings and informational in-service sessions for faculty, staff and HCC Students as determined in collaboration with the HCC Behavioral Intervention Team Members and Administrators;
- Refer students for crisis intervention and referral services;
- Inform students of the options for obtaining mental health services in the local area and make available information about local service providers including the Center. Explain payment options as needed upon referral to improve access to services;
- Obtain a written Release, in accordance with HIPAA 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;
  - NOTE: The Illinois Statutes allow providers to:
    - Provide eight (5) ninety (90) 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"). In the event a Catastrophic Situation would occur, the Center's responder(s) may be a different staff member than the individual providing regular services to HCC. HCC will contact the director of NHCC by phone and request critical incident services. In such case it may be necessary for NHCC to exceed the maximum of fifteen (15) hours of mental health services per week, which HCC will agree to compensate NHCC.
- 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.
- Provide student with 1.5 hour initial assessment with the possibility of three more 1 hour sessions. After four sessions, the center will make arrangements for the student to continue care at NHCC, or another prover, and bill the students insurance or find the student other resources to assist with payment. If the center cannot find the appropriate resources, they will let HCC know and HCC will determine if student needs to continue being seen at the college's expense.
- Respond to email and phone messages from students at the [counseling@highland.edu](mailto:counseling@highland.edu) address and phone in a timely manner.

## OWNERSHIP OF MEDICAL RECORDS

HCC and Center agree as follows:

- Adhere to all relevant standards of best practice of the counseling profession regarding release of information, mandated reporting, confidentiality, treatment planning, service delivery, and record keeping;
- NHCC will provide documentation to appropriate college officials if risk of harm to student or others warrants, appropriate release of information is signed, and in accordance with the state of Illinois Confidentiality Act and HIPAA regulations.
- NHCC will maintain the appropriate documentation, record keeping protocol, and confidentiality of student mental health records.

## INVOICING AND PAYMENT FOR SERVICES

HCC will be invoiced monthly including hours worked, a general description of services provided, and a number of individuals served. Invoices will be sent to the following individual at the following address:

Highland Community College  
VP, Student Development  
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 and Support Services  
2998 W. Pearl City Road  
Freeport, Illinois 61032

### CENTER:

New Horizons Counseling Center  
Attention: Executive Director  
34 North Whistler Avenue  
Freeport, IL 61032

- This agreement can be changed or terminated entirely or in part by either party following a 30 day written notice. Written notice of termination or change of this agreement should be sent to the principal signatories.

**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: \_\_\_\_\_

**NEW HORIZONS COUNSELING CENTER**

BY: \_\_\_\_\_  
Print Name: Barry Klaung  
As: Executive Director  
Date: \_\_\_\_\_

AGENDA ITEM #V-B  
SEPTEMBER 12, 2019  
HIGHLAND COMMUNITY COLLEGE BOARD

APPROVAL OF AGREEMENT WITH GLOBAL EDUCATIONAL TOURS FOR THE  
PROVISION OF STUDENT TOUR SERVICES FOR THE  
HIGHLAND COMMUNITY COLLEGE CHORAL TRIP TO IRELAND

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Board of Trustees authorizes the administration to enter into an agreement with Global Educational Tours (“GET”) for the provision of travel planning, transportation, accommodations, and tour guide service prior to and during a Highland Community College Choral trip to Ireland at a one-time cost not to exceed \$100,000. Unless scholarship money becomes available, participants will be expected to cover all of their own travel expenses. Therefore, there will be no direct costs to the College.

**BACKGROUND:** Highland Community College’s choral programs have a rich history of traveling and performing at various venues across the United States and Europe. In 2016, the Highland choral program traveled to Germany to tour and perform. The feedback from participants confirmed that this was an amazing cultural learning opportunity.

The choral department has committed to explore this type of learning opportunity every three to four years. After several discussions involving the choral department, Humanities, Social Sciences, and Fine Arts division, and other College staff, the decision was made to travel to Ireland May 17-24, 2020.

The estimated tour cost per student will be \$2550. This covers transportation, airfare, hotel accommodations, and some meals. Additionally, the cost covers admission to two tour sites. The estimated cost is based on roughly 30 participants. Travelers will participate in at least two concerts and have the option to sign up for a two credit hour HCC course.

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



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HIGHLAND COMMUNITY COLLEGE CHOIR EUROPEAN TOUR  
AGREEMENT

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Date: July 31, 2019

Parties: Highland Community College and Global Educational Tours Inc., located in  
Indianapolis, Indiana

Subject: Highland Community College Choir European Tour

THE TOUR

Highland Community College through its Choir and Global Educational Tours (“GET”) will offer performance trip (the “Tour”) in Europe. The Tour will focus on providing students with an immersive study abroad learning experience. In executing this Agreement, the Parties intend to rescind any prior agreements and be legally bound as follows:

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Location	Ireland
Program Dates	May 17-24, 2020
Term of Agreement	The Term of this Agreement is July 31, 2019 – May 24, 2020
Participants	The Highland Community College students associated with the Choir, faculty, and non-College participants, chaperones (parents and/or alumni)
Recruitment	The Highland Community College will recruit and determine admissibility of students by auditions held in accordance College policies.
Program Fee	LAND @ 1 Euro = \$1.1134 USD (Subject to fluctuation) 20 paying participants and 2 complimentary directors = \$1700.00 25 paying participants and 2 complimentary directors = \$1575.00 30 paying participants and 2 complimentary directors = \$1500.00 35 paying participants and 2 complimentary directors = \$1450.00 40 paying participants and 2 complimentary directors = \$1400.00  Airfare (\$979.00) per Highland Community College student payable by Highland Community College to GET as provided herein. Subject to change based upon actual airfare and currency fluctuation and number of participants.

I.

1. GET STANDARD SERVICES

GET standard services are included in program fees.

2. GET ADDITIONAL SERVICES

See Exhibit A.

3. GET ARRANGED HOTEL ACCOMMODATIONS

**Student and non-College chaperones Accommodations:** GET will provide appropriately screened, safe and suitable accommodations. Accommodations shall have properly working smoke detectors, fire extinguishers, and alarms, and shall have been inspected in accordance with local laws. Lodging will be in mixed 2-star and 3-star hotels. Names of the hotels shall be provided to the Highland Community College by November 1, 2019.

4. GET PROVIDED MEALS

See Exhibit A.

**II. The Financial Aspects:**

1. **Tour Fees:** See Program Fee Above. **NOTE: Airline taxes and exchange rate are subject to fluctuate until final payment.**

2. **Inclusions (i.e. what is covered by the Tour Fee)**

Airfare on Aer Lingus from Chicago to and from Dublin, Ireland. In addition, see Inclusions on Exhibit A and the lodging described herein.

3. **Exclusions from the Tour Fee**

See Exclusions on Exhibit A

4. PROCESSING OF PAYMENT TO GET

GET will invoice Highland Community College directly for all fixed costs described in this Agreement and addenda, based on enrollment numbers provided by Highland Community College at the time of invoicing. Fixed costs include program fees, housing deposits, and cancellation fees.

**PAYMENT SCHEDULE**

- A. A refundable airfare deposit in the amount of \$150 per paying participant will be required September 30, 2019
- B. A second payment of \$500.00 per participant is due November 15, 2019
- C. A third payment of \$600.00 per participant is due January 30, 2020
- E. A fourth payment of \$600.00 per participant is due February 28, 2020
- F. The final payment estimated as \$629.00 per participant is due April 10, 2020 **(subject to adjustment based upon number of participants, airline taxes and exchange rate.)**

5. CANCELLATIONS

Cancellation of the Tour, or of individual participants, must be submitted to GET in writing.

Should Highland Community College cancel the program within 90 days of departure, Highland Community College will be subject to cancellation fees calculated according to the schedule described in paragraph 6 above on a per capita basis for all students registered for the Tour at the date of cancellation. However, should the Highland Community College cancel per paragraph III-12, Highland Community College shall incur only those costs outlined in paragraph III-12. Cancellation prior to 90 days before the departure date will incur no penalty. In the event of material breach by GET, or jeopardy of Highland Community College licensure, accreditation or non-profit status as outlined in paragraph III-5, and Highland Community College's consequent termination of the Tour, Highland Community College shall not be responsible for cancellation

costs and shall only be responsible for costs incurred for benefits actually derived from GET's performance.

- A. A student canceling will lose his/her deposit and will be refunded monies only up to the level GET receives from the vendors which have been prepaid for such items as hotels, meals, airline tickets, etc.
- B. In the event that a travel "warning" is issued by the United States Department of State advising against travel to Europe, **Highland Community College** may obtain a refund of all monies paid to GET up to the level GET receives from the vendors which have been prepaid for such items as hotels, meals and airfare.

**Cancellation charges by the hotels in Ireland.** If the entire group or individual members withdraw from the tour:

- a) 45 – 31 days prior to arrival a charge of 40% of the cost of the land arrangements for the relevant number of persons cancelling will be charged.
- b) 30 –15 days prior to arrival a charge of 60% of the cost of the land arrangements for the relevant number of persons cancelling will be charged.
- c) 14-5 days prior to arrival a charge of 75% of the cost of the land arrangements for the relevant number of persons cancelling will be charged.
- d) 4-1 days prior to arrival a charge of 90% of the cost of the land arrangements for the relevant number of persons cancelling will be charged.
- e) on the day of arrival (including no-shows) a charge of 100% of the cost of the land arrangements for the relevant number of persons cancelling will be charged

## 6. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. GET agrees to indemnify, defend and hold harmless Highland Community College, its trustees, officers, employees, and agents from all claims, suits and liabilities including defense costs and attorneys' fees whether arising from warranty, contract, negligence, failure to pay taxes, fines or forfeitures related to licensure or lack thereof, or otherwise for illness, personal injury and/or death sustained by participants and/or other persons, including persons to whom the benefits of Tour's services directly or indirectly are intended to result, connected with the Tour except where such liability is solely and proximately caused by the sole negligence or willful misconduct of the Highland Community College, its officers, agents, or employees. GET further agrees in the same manner to indemnify and hold harmless the Highland Community College from any and all liabilities for damage to property during the term of the Tour except where proximately caused by the sole negligence or willful misconduct of Highland Community College, its officers, agents, or employees. This entire section specifically also means that GET shall hold Highland Community College harmless from claims or damages resulting from any negligent acts of GET, its agents, employees, officers, directors, or host family members occurring in connection with Tour.

B. At its sole expense, GET shall procure, and keep in force during the Term, full and adequate insurance coverage relating to its performance pursuant to this Agreement, with minimum coverage as follows:

## COMMERCIAL GENERAL LIABILITY

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations
\$1,000,000	Personal and Advertising Injury
\$100,000	Fire Damage (any one fire)
\$5,000	Medical Expense (any one person)

Each such policy shall be primary and non-contributory to the College's insurance. GET shall cause the Highland Community College to be named as additional insured on GET's General, Excess and Automobile Liability policies, described above.

Such policies shall contain a provision that the insurance shall not be canceled without thirty (30) day's prior written notice to the College.

GET agrees, and shall cause each of its insurers to agree, to a waiver of subrogation in favor of the College.

Certificates of Insurance evidencing such insurance coverage shall be provided to the College immediately upon execution of this Agreement (and as reasonably requested by the College from time to time).

C. In addition to the requirements of section 6(B), above, GET shall take commercially reasonable steps to ensure that all Travel Companies, Facilities, the Hotel and all entities providing equipment and/or services relating hereto, shall have adequate and customary insurance policies and limits, as reasonably required by the College. Without limiting any of the foregoing, GET shall ensure each and every charter bus/motorcoach provider involved in furnishing ground transportation and/or ground transportation equipment hereunder shall have and evidence at least the following:

Comprehensive Liability in respect to all buses, motorcoaches and other vehicles owned, leased, managed or operated worldwide, including passenger legal liability, premises liability and contractual liability.

\*Coverage to include war and allied perils and terrorism insurance. Any sub-limits must be specifically identified.

\$25,000,000 Bodily Injury, Passenger Bodily Injury and Property Damage Combined Single Limit.

GET shall cause each such provider to have the "Highland Community College" named as additional insured on such policies. Certificates of insurance must specifically state each such provider's liability insurance is primary with respect to the College and that charter use is permitted by such provider's insurer. Certificate(s) of insurance, evidencing such insurance coverage, shall be provided by GET to the College no later than December 31, 2019.

GET agrees and shall cause each such provider and each such provider's insurer to agree, to a waiver of subrogation in favor of the College.

## 7. TRAVEL

- a. Airfare is included in this Agreement as described above.
- b. Transfers. GET will provide reputable and insured (with the minimal insurance requirements of this Agreement) transfer coaches on arrival and departure. The cost of these coaches is included in the program fees.
- c. Local Transportation in Europe. GET will provide:  
Type of local transportation if applicable. All local travel will be provided by reputable and insured providers (with the minimal insurance requirements of this Agreement). GET has conducted reference checks and warrants that the local transportation provider is reputable and insured.

### • DEPARTURE DATES, FACILITIES, SERVICES

Upon receipt of a signed Agreement, GET will submit official requests for venues and accommodations.

## III. Miscellaneous Terms and Conditions:

### 1. TERMINATION

Termination may occur:

- a. upon Highland Community College's 90 days written notification of termination of the Agreement;
- b. upon breach or default of the terms of this Agreement. In the event of such breach or default, written notice as described below shall be given to the breaching or defaulting Party of the breach or default and such Party shall have 21 calendar days to cure such breach or default. If the breach or default is not cured, then the non-breaching or non-defaulting Party may treat the Agreement as terminated; and in the event of default by GET, Highland Community College shall be entitled to full reimbursement within 30 days of amounts paid.
- c. where a Party shall dissolve or cease to exist, become bankrupt or insolvent, have an order of receivership issued against it, file a petition of bankruptcy, make an arrangement with or assignment in favor of its creditors, go into liquidation (other than voluntary liquidation for purposes of merger reorganization) or agree to carry out this Agreement under a committee of inspection of its creditors, or other court appointed agency, or take a substantially equivalent action under applicable local law.

### 2. NOTICES

All notices and demands of any kind which any Party to this Agreement may be required or desire to serve upon any other Party under the terms of this Agreement shall be in writing and shall be deemed to have been effectively given on the day of delivery if written in the English language and served by personal service, certified mail, or overnight delivery, at the following addresses:

If to College:

Heidi Spotts-Manthey, Jeffrey DeLay  
Directors  
Highland Community College Choir  
Highland Community College  
Freeport, IL  
U.S.A.

With a copy to:

Office of General Counsel  
Highland Community College  
Freeport, IL  
U.S.A.

If to GET:

Daniel P. Bolin, Secretary/Treasurer  
Chief Financial Officer  
7816 Bentley Commons Drive  
Indianapolis, IN 46259

### 3. CHOICE OF LAW and FORUM

GET is incorporated in the State of Indiana, and Highland Community College is incorporated in the State of Illinois. All matters related to or arising out of this Agreement shall be governed by Illinois law and any legal dispute shall be determined by a state or federal court located in Illinois to which the Parties expressly consent to venue and personal jurisdiction.

### 4. COMPLIANCE

a. Each Party agrees that in connection with this Agreement that it will abide by applicable laws and regulations. No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each Party specifically agrees that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act and/or any local laws regarding bribery and including regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury.

b. Anti-Boycott Laws. Each Party agrees not to take any action that would cause another Party to be in violation of United States antiboycott laws and regulations or sanction programs or to participate or cooperate, directly or indirectly, in an international boycott in any manner that could result in penalties under United States law.

c. Student Records and Confidentiality: The Parties agree that they will comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") in carrying out this Agreement.

d. Debarment/Non-Criminal Certification. The Parties represent and certify that neither the Parties nor their officers, board members nor agents involved in the Tour have been convicted of crimes involving theft, fraud, bribery, corruption or moral turpitude and that each is not now listed by any government agency as being debarred, suspended or proposed for debarment or suspension.

## 5. JEOPARDY OF LICENSES, ACCREDITATION OR NON-PROFIT STATUS

The Parties shall not do anything that would jeopardize Highland Community College licensure by the State of Illinois, accreditation by applicable accrediting bodies, federal, state or local tax exemptions (including, without limitation, Highland Community College's non-profit status under Section 501(c)(3) of the Internal Revenue Code of the United States), or eligibility for students for financial assistance from the U.S. Department of Education, U.S. Department of Health and Human Services and the State of Illinois. Notwithstanding the other provisions of this Agreement, if Highland Community College is in jeopardy of the loss of any of the aforementioned licenses, accreditation or eligibility as a result of its participation in the Tour, Highland Community College shall have the right to terminate this Agreement, after consultation with the other Party hereto.

## 6. FURTHER REPRESENTATION AND WARRANTIES

Each Party warrants that: (i) it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction; (ii) it has the corporate authority and power to enter into this Agreement; (iii) the person executing this Agreement on behalf of the party is fully authorized to do so; (iv) there are no legal restrictions or bars to such Party entering into this Agreement; and (v) by entering this Agreement will not be in breach of any applicable law (including but not limited to, any public procurement laws), other agreements, covenants, or understandings a Party may have or have had including agreements with other educational institutions .

## 7. ACQUISITION OF LICENSES AND PERMITS

GET has or shall obtain and keep valid all necessary educational, labor or other licenses necessary for the operation of the Tour in Ireland and ensure that the Highland Community College and participants in the Tour are authorized to conduct Tour activities in Ireland.

## 8. INDEPENDENT CONTRACTOR STATUS OF GET; TAX RESPONSIBILITY

All GET individuals implementing this Agreement shall be employed by or contractors of GET. Such employees or contractors shall be carefully screened by GET through reasonable background checks and be engaged solely by GET and shall not be deemed for any purposes whatsoever employees or agents acting for or on behalf of the Highland Community College. GET shall act as an independent contractor and shall assume all liabilities as such. GET shall be solely responsible for employees on its payroll and shall withhold and pay all applicable employment taxes and payroll insurance falling due, including any income, social security, pension and unemployment taxes and workers' compensation costs. GET agrees that it shall not have the authority to enter into any contract or agreement to bind the Highland Community College and shall not represent to anyone that it has such authority, nor shall the Highland Community College have the above mentioned authority to bind or represent GET. GET shall provide local support staff for the Tour. GET shall have control over such personnel and the right to dismiss them from Tours activities. GET employees shall be subject to GET personnel policies and procedures. The parties agree that GET is not liable for airline schedule changes.

## 9. USE OF MARKS

Except as necessary for the goals pursuant to the terms of this Agreement and approved in writing, in advance, by the authorized representative of Highland Community College, GET shall not make use of the HCC's trademarks, trade names and service marks, nor shall it publicize Highland Community College's performance hereunder without the Highland Community College's prior written consent. This obligation shall survive the termination of this Agreement.

## 10. ASSIGNMENT

This Agreement shall not be assigned nor delegated absent the prior written consent of an authorized representative of the non-assigning/non-delegating Party.

## 11. MODIFICATION

This Agreement may not be modified except by a written modification signed by authorized representatives of the Parties.

## 12. FORCE MAJEURE

The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligations, such non-performance shall not be considered a breach of this Agreement. In the event a travel warning is issued advising against travel to Ireland, Highland Community College may refrain from sending students to Ireland and in such event shall only pay for actual and documented costs incurred by GET for the scheduled Tour.

## 13. NONDISCRIMINATION

In performing this agreement, the parties agree not to discriminate based on race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, and veteran status. To the extent it is internationally practicable, GET also agrees to engage in an interactive process to discuss accommodations and reasonably accommodate individuals with disabilities and medical needs who are associated with the Tour.

## 14. NO THIRD-PARTY RIGHTS OR BENEFITS

This Agreement does not and is not intended to create legally enforceable third-party rights or benefits.

## 15. REPORTING OF ADVERSE EVENTS

GET shall immediately report to the Highland Community College, in writing, incidents involving injuries, potentially dangerous situations, harassment, or discrimination of any kind to the Highland Community College and shall train and instruct its employees or agents to immediately report such incidents.



In witness of the terms of this Agreement, and intending to be legally bound, the signatures of the following authorized representatives (who warrant they have the full right, power and authority to bind their respective organizations) of the parties are affixed:

HIGHLAND COMMUNITY COLLEGE

GLOBAL EDUCATIONAL TOURS

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Dr. Daniel P. Bolin

Chief Financial Officer, Secretary/Treasurer

\_\_\_\_\_  
date

\_\_\_\_\_

Date

## EXHIBIT A

**DUTIES OF GET:** GET hereby agrees to procure and perform in a timely manner all services necessary to conduct a successful and well-organized Tour to Europe. These duties and services are as follows:

- A. Arrange for **the Choir** to participate in high level programming mutually agreed upon by **the Choir** and GET.
- B. Procure all other land arrangements needed by **the Choir** while in Europe including ground transportation, all lodging, and meals as per agreement, social activities, and an educationally sound cultural program;
- C. Procure the services of tour escorts, guides, and interpreters.  
Provide 2 free tours (not including passport)
- D.

### ITEMS INCLUDED TO BE PAID BY GET IN THIS AGREEMENT

- A. 6 Nights accommodation (arrival Ireland on 5/18 , departure on 5/24) ; Based on Shearwater hotel in Ballinasloe, River Edge in Killorgin and Ibis in Dublin. (Subject to availability)
- B. 6 breakfasts
- C. 4 lunches or dinners
- D. Private coach with Wifi on board. (max 9 hours service per day)
- E. Arrangements for 3 concerts (locations too be determined)
- F. Irish Driver/guide, tips and expenses inclusive.
- G. Local guides in Galway bay and Dublin.  
Admission to Cliffs of Moher and Book of Kells.
- H. 1 piece of checked luggage per person (subject to any change by airline)
- I. Airfare for 2 conductors

### ITEMS NOT COVERED IN THIS AGREEMENT

- A. Passport;
- B. Lunches
- C. Ground transportation to and from airport of departure in United States
- D. Hospital; and travel insurance, lost luggage insurance, and insurance to cover repatriation, medical and hospital expenses. Medical expenses are the responsibility of **the Choir**.
- E. Items of a personal nature such as phone calls, postage, gifts, etc
- F. Overweight/oversize luggage costs on the airline
- G. Additional luggage/instrument airline charge beyond one piece