



**Highland Community College Board of Trustees
Board Retreat
December 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. GENERAL DISCUSSION WITH OUR STATE LEGISLATORS**
- V. ADMINISTRATIVE UPDATES**
 - A. CRM Recruit Project
 - B. Gymnasium Floor Project
 - C. Initial Tuition Discussion
 - D. Course and Miscellaneous Fees
- VI. MAIN MOTIONS (ACTION)**
 - A. Agreement with Ellucian Company L.P. for Cloud Software ‘CRM Recruit’ (Page 1)
 - B. Acceptance of Quote for Protection, Health, and Safety Project: Main Gymnasium Bleacher Installation (Page 27)
 - C. Acceptance of Quote for Protection, Health, and Safety Project: Main Gymnasium Floor Installation (Page 30)
 - D. Acceptance of Quote for Scoreboard and Shot Clock Replacement in Main Gymnasium (Page 33)
 - E. Acceptance of Bid for Main Gymnasium Renovations and Air Conditioning (Page 35)
 - F. Course and Miscellaneous Fee Changes/Additions for Fall 2020 (Page 39)
 - G. College*NOW* Agreements Between Highland Community College and Dakota High School, Pearl City High School, Pecatonica School District #321, and Warren School District #205 for the 2020 – 2021 Academic Year (FY21) (Page 42)
 - H. Approval of Salary Increases for Administrative, Professional, and Classified Non-Union Staff (Page 51)

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. 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
- C. Semi-annual Review of All Closed Session Minutes and Tapes

VIII. 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
- C. Semi-annual Review of All Closed Session Minutes and Tapes

IX. BOARD UPDATES

- A. ICCTA Award Nominations for 2020

X. OLD BUSINESS

XI. NEW BUSINESS

- A. Open Discussion

XII. ADJOURN

Mission

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**AGENDA ITEM #VI-A
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**AGREEMENT WITH ELLUCIAN COMPANY L.P.
FOR CLOUD SOFTWARE ‘CRM RECRUIT’**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the order form, agreement, and statement of work with Ellucian for the implementation and subscription of Ellucian CRM Recruit, with a total project cost not to exceed \$289,000

BACKGROUND: Several years ago Highland identified the need for a system to manage the recruitment of new students, and implemented Salesforce to help in that effort. While Salesforce met that basic need, the Admissions team found it was inefficient and time-consuming to transfer the data between Highland and Salesforce systems and was not effectively engaging the students to recruit them.

Ellucian CRM Recruit is designed to help institutions find the best prospective students, engage them more successfully, manage the recruitment cycle more efficiently and effectively, all with the intent to improve enrollment results. By being a comprehensive solution that integrates with Banner, it supports the entire recruiting and admissions lifecycle, streamlines admissions operations, and provides an engaging, personalized web experience for prospective students.

CRM Recruit will also help Highland with the following:

- Automated and targeted marketing campaigns to prospective students
- Being more efficient and effective with our outreach through calls, texts, and emails.
- Branded and personalized prospective student portal so potential students can see their application progress, status, and other self-service capabilities
- Provide real-time tracking of enrollment goals, complete with enrollment funnel display

Strategic goals:

- Goal 9: Strengthen marketing mix and strategies in order to more fully showcase College strengths in ways that connect effectively with diverse audiences--especially potential new and returning students, alumni and other potential friends of the College.
- Goal 10: Further develop and cultivate interactive communication channels with external constituents and stakeholders
- Goal 11: Further develop and cultivate interactive communication channels between College departments and members of the College community. Foster collaboration between academic and non-academic personnel.

BOARD ACTION: _____



CLOUD SOFTWARE ORDER FORM

This Cloud Software Order Form (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **HIGHLAND COMMUNITY COLLEGE - IL** (the "Client"). This Order Form amends the Software License and Services Agreement dated August 28, 1991 between the parties (the "Agreement") and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 30, 2019.

Ellucian

Client

By:

Authorized Signature

By:

Authorized Signature

Name:

Printed

Name:

Printed

Title:

Title:

Date:

Date:

**The later date of signature above is the "Execution Date" of this Order Form.
Client's Billing Contact Information appears below.**

**Client
Billing Contact Information**

Name:

Address:

City, State, Zip:

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Capitalized terms that have been defined in the parties' Agreement shall have the same meaning in this Order Form as was ascribed to such terms in the Agreement. Other capitalized terms may be defined below or elsewhere in this Order Form.

"Client Data" means all electronic data or information submitted by Client to the Cloud Software.

"Cloud Contract Year" means each period of twelve (12) consecutive months beginning on the Beginning Date or any anniversary thereof during the Cloud Software Term.

"Cloud Software" means the Software or Component System identified in Exhibit A as "Cloud Software."

"Defect" means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

"Documentation" means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software and that describe the functional and technical capabilities of the Cloud Software.

"Full Time Equivalent" or "FTE" is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in Exhibit B.

"New Releases" means new editions (*i.e.*, major and minor releases) of the Cloud Software.

"Software Supplement" means additional terms and conditions applying to particular Cloud Software, as specified in Exhibit A.

"Software Support Services" means, collectively, Maintenance and New Releases.

"Third Party Component Providers" means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **License to Access and Use Cloud Software: Cloud Software Term.**

2.1 **Cloud Software.** For the Cloud Software identified in Exhibit A, and only during the Cloud Software Term (as defined below), Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each Instance in Exhibit A.

2.2 **Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in Exhibit A) is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software as provided in Section 2.1 will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Software

Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

3. Client Responsibilities and Prohibitions.

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- This Order Form is expressly made subject to United States government and other applicable laws, regulations, orders, or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data, or other items. Client will not allow the Cloud Software, in whole or in part, to be exported outside of United States, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Cloud Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country) or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous; harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements attached to Exhibit A. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.

- 4. Software Support Services for Cloud Software; Backup and Disaster Recovery.** During the Cloud Software Term, as part of the annual subscription fees set forth in Exhibit A, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards in the attached Exhibit B. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features

of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's Internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. The retention of this backup data is separated into the following components:

- *Database* – backups will be retained for three (3) months
- *Point in Time* – backups will be retained for one (1) week

At the end of these durations, the oldest copies of files will be deleted.

Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined below.

5. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") in the attached Exhibit C.
6. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in Exhibit D.
7. **Payment Terms; Suspension of Cloud Software; Delivery; Services Delivery.**
 - 7.1 **Payment Terms.** For the Cloud Software licensed pursuant to this Order Form, Ellucian will invoice Client the Total Annual Subscription Fee (Initial Cloud Contract Year) amount specified in the Cloud Software Table in Exhibit A on the Beginning Date; for each subsequent Cloud Contract Year, subscription fees will be specified by Ellucian in annual invoices, issued in advance of each such Cloud Contract Year, in accordance with the amounts specified in the Cloud Software Table in Exhibit A. Client's payments will be due and payable within thirty (30) days from the date of invoice(s).
 - 7.2 **Annual Subscription Fee Increases.** The fees shown in Exhibit A represent the subscription fees payable by Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term except as expressly set forth herein. For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will increase by not more than seven percent (7%)

over the annual subscription fee payable for Cloud Software for the Immediately preceding Cloud Contract Year.

7.3 Current FTE: Fee Adjustments for FTE and Technology Capacity Increases.

7.3.1 FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the “Contracted FTE” number where specified in Exhibit A. Ellucian reserves the right to perform an annual review of Client’s then-current FTE. If Client’s actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian’s then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client’s Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client’s actual FTE decreases below the Contracted FTE at any time during the Software Term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client’s then-current FTE.

7.3.2 3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software Term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

7.3.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client’s failure to provide proper discovery or Client’s failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

7.4 Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

7.5 Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client’s access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the “Delivery Date” for the purposes of the Cloud Software). In providing the Cloud Software under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

8. Post Termination Actions. Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian’s possession, in a commercially reasonable format. Such Client Data will

then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

9. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached hereto as Exhibit B). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability Section of this Order Form, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.
10. **LIMITATION OF LIABILITY.** FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.
11. **Third Party Components.** Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
12. **Use of Aggregated Data.** Ellucian shall have the right to (a) use, store, process, modify, reproduce, distribute and display client data, and to grant sublicenses to third parties, solely for the purposes of providing the Software, performing Ellucian's obligations under this Order Form, and complying with applicable law or legal requirements; (b) to use, store, process, modify and reproduce Client Data for Ellucian's internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services; and (c) to use, store, process, modify, reproduce, display, perform, distribute, disclose and otherwise exploit Aggregated Data in any manner for Ellucian's business purposes, including disclosure within its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means any data obtained or generated by Ellucian, including data pertaining to the Software

and Services, Ellucian's systems and Software and Services, and the use of any of the foregoing, and includes data derived from client data and data that has been combined into databases which include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer. Aggregated Data includes data that has been combined into databases which include third party data.

13. **Non-appropriation.** It is Client's intent to make all payments due under this Order Form if funds are legally available therefor. If, despite Client's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for payments due hereunder, then Client will immediately notify Ellucian of such occurrence and Ellucian will notify Client that Ellucian will cease providing the Cloud Software effective on the last day of the fiscal period for which Client's appropriations were received (the "effective date of termination"). Upon the effective date of termination, Client will pay Ellucian the unpaid annual fees for such Cloud Software up to and including the effective date of termination (if applicable, Ellucian will refund any fees for Cloud Software prepaid by Client for any period following the effective date of termination). Without limiting the foregoing, Client represents and warrants to Ellucian that Client will both appropriate and encumber sufficient funds in Client's then-current fiscal year (that is, the Client fiscal year in effect as of the Execution Date) to pay Ellucian the amounts provided herein for the initial Cloud Contract Year.

EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM**Ellucian Cloud Software****CLOUD SOFTWARE TABLE:**

Component System	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
ELLUCIAN CRM RECRUIT COMMUNITY ^{1, 2, 3} <i>Includes:</i> <ul style="list-style-type: none"> • One (1) Named On-Demand Subscription Licensed User • Ten (10) Team Members Named Users • Twenty-five (25) Sales Named Users • Two Ellucian CRM Recruit Instances (one Production and one non-Production) • Ellucian CRM Recruit Payment Gateway • One (1) block of up to 250,000 bulk email sends per Contract Year ^{4, 5} • 250,000 Address Cleanses per Cloud Contract Year. If Client exceeds this limit in any Cloud Contract Year, Ellucian will invoice Client an additional fee (at Ellucian's then-current rate) for each additional block of 500,000 Address Cleanses. 	February 1, 2020	January 31, 2025	Informatica Software Supplement; Microsoft Software Supplement	Included
TOTAL ANNUAL SUBSCRIPTION FEE (INITIAL CLOUD CONTRACT YEAR (2/1/20 – 1/31/21)):				\$56,000
TOTAL ANNUAL SUBSCRIPTION FEE (SECOND CLOUD CONTRACT YEAR (2/1/21 – 1/31/22)):				\$56,000
TOTAL ANNUAL SUBSCRIPTION FEE (THIRD CLOUD CONTRACT YEAR (2/1/22 – 1/31/23)):				\$56,000
TOTAL ANNUAL SUBSCRIPTION FEE (FOURTH CLOUD CONTRACT YEAR (2/1/23 – 1/31/24)):				\$59,000
TOTAL ANNUAL SUBSCRIPTION FEE (FIFTH CLOUD CONTRACT YEAR (2/1/24 – 1/31/25)):				\$62,000

Notes:

- ¹ Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- ² The implementation/setup services detailed in the Ellucian CRM Recruit Community College Implementation Scope of Work (SOW) attached hereto as Exhibit E are included as part of the Annual Subscription Fees payable under this Order Form. Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice. Requests for any additional services beyond the services described in the SOW will need to be negotiated under separate order form and signed by both parties.
- ³ For the purposes of this Cloud Software, the following definitions will apply: "**Sales Users**" are full access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Sales Users may make data structure changes, system configuration, manage security roles, manage data through bulk import operations, or configure communication campaigns/plans, goals, workflows, dialogs, system dashboards, system views, or reports. Sales Users can create and use workflows, dialogs, goals and create dashboards and views for personal or system-wide use. "**Team Member Users**" are limited access users of CRM Recruit. This means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to

enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Team Member Users may *not* make data structure changes, manage security roles, manage data through bulk import operations, recruiting imports or configure communication campaigns/plans, goals, workflows, dialogs, system dashboards, or system views. Team Member Users can use workflows, configured automations implemented by administrators, send email, create activities, interact with goals, create personal dashboards and views. Team Member Users may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third-party email marketing solutions. Sales Users/Team Member Users licenses are for Client's designated users – including 3rd party agents – only and cannot be shared or used by more than one individual; provided, however, that Sales Users/Team Member Users licenses can be reassigned by Client to individuals replacing former Sales Users/Team Member Users who no longer require ongoing use of the Cloud Software.

- 4 If Client should exceed the 250,000 bulk email sends during any Contract Year of the Subscription Software Term, Client must purchase additional block(s) of 250,000 of bulk email sends under separate written agreement at Ellucian's then-current rates. For the avoidance of doubt, if Client does not use all of the bulk email sends contracted for in a given Contract Year, Client will not be entitled to a reduction of or credit against the Annual Subscription Fee paid for that Contract Year and the unused bulk email sends will not carry over into subsequent Contract Year(s).
- 5 Client is responsible for its users' compliance with the messaging policy available at www.sparkpost.com/policies/messaging.

Software Supplements attached and incorporated by reference:

Informatica Software Supplement
Microsoft Software Supplement

INFORMATICA SOFTWARE SUPPLEMENT

These terms apply to the address verification services provided as part of the Cloud Software (also referred to hereafter as the "Informatica Services"). The Informatica Services are provided by Informatica LLC.

1. Additional Definitions.

Address is a human-readable and human-interpretable description of a delivery point to which mail or other physical objects can be delivered.

Content means any and all Address data, records and structures included in and associated with Address data provided in certain products.

Content Supplier is a third party, often a postal administration or postal operator that has provided Informatica with data to be included in Content.

Content Update is a new version of Content containing updated, improved, or enriched data.

Customer as used herein shall mean Client.

False Negative is a result of the processing of an Address by the Informatica Services where no correction is made while a knowledgeable human is able to make a correction.

False Positive is the result of the processing of an Address by the Informatica Services where the correction or suggestion is not identical to the correct response as determined by a knowledgeable human.

Legal Entity means a single lawful and legally-standing organization that has the capacity to be legally bound and is uniquely identifiable from any other organization.

2. General License Terms:

Usage Data. In order for Informatica to make certain license services available, Informatica may collect certain information about Customer's use of such services for purposes of understanding how they are being used, including without limitation information about frequency and duration of usage ("Usage Data"). Informatica reserves the right to aggregate such Usage Data in a form that does not identify Customer or any individual and use such aggregated Usage Data for Informatica's internal business purposes and use and disclose such aggregated Usage Data for preparing and issuing normative and benchmarking data. Except as otherwise provided hereunder, Informatica agrees to hold all Customer-specific Usage Data as Confidential Information pursuant to the Agreement. As between the parties, Informatica shall own all right, title, and interest in and to all intellectual property rights in all materials developed by or on behalf of Informatica based on or including as a component thereof any such aggregated Usage Data and all generalized knowledge, skill, know-how and expertise relating to such information.

3. Data as a Service (DaaS) Address Content and Web Service Subscriptions.

The Informatica Services set forth in this subsection are subscription based licenses or services that require the additional licensing of country-specific or other content. In addition to the terms set forth herein and in the Agreement, certain Content Suppliers impose certain fixed and non-negotiable terms and conditions that Informatica is obliged to impose upon use of the Content ("Pass-through Terms"). The Pass-Through Terms are available at <http://www.addressdoctor.com/en/support/download.html?fbid=JN9Pexspgzj>. By using the applicable Informatica Services, Customer: (i) acknowledges having received and reviewed the Pass-through Terms, (ii) accepts the terms of the Pass-through Terms unconditionally, and (iii) understands

and accepts the Pass-through Terms may be varied and/or augmented in the future by the Content Suppliers without notice. Any queries in regard to the Pass-through Terms may be addressed directly to the Content Supplier. Content Suppliers may from time to time require additional terms and conditions to be signed by the Customer and Customer agrees to do so immediately upon request or cease use of the Content.

Customer will receive applicable login details and/or passwords for Customer's users of the Informatica Services. Customer is solely liable for any and all activities that occur on Customer's account, including activities resulting from any failure by Customer to maintain the confidentiality of such passwords. Customer will promptly notify Informatica of any loss of password or breach of the terms applicable to the Informatica Services without delay. Informatica may establish and update general policies concerning use of any Informatica Service from time to time by email or written notification to Customer.

Customer will not use any Informatica Service or any data or information that is accessed or delivered through or derived therefrom to take any action, or assist others in taking any action, that (i) is unlawful, harassing, invasive of another's privacy, abusive, threatening, harmful, obscene, defamatory, libelous or fraudulent, (ii) violates the personal privacy rights of others, (iii) victimizes, harasses, degrades, or intimidates any individual or group of individuals, (iv) constitutes unauthorized or unsolicited transmission of advertising, junk or bulk email, or other form of unauthorized solicitation or spam, (v) constitutes an attempt to impersonate any person or entity, (vi) is intended to omit, delete, forge, or misrepresent transmission information, (vii) is intended to cloak the identity or contact information of Customer or others, (viii) infringes or misappropriates any intellectual property of any third party, or (ix) interferes with or disrupts the use of the Informatica Services. Customer acknowledges that Informatica neither endorses the content of any communications made under Customer's account nor assumes responsibility for any material contained therein.

Customer agrees to comply with all applicable laws and regulations (including applicable laws regarding taxes, the transmission of technical data, privacy, encryption of software, export of technology, transmission of obscenity or permissible uses of intellectual property) and all then-current requirements, procedures, policies, and regulations of networks that Customer uses to connect to the Informatica Services. Informatica reserves the right to deny access to the Informatica Services to Customer or any user of Customer that violates any of the policies or restrictions set forth in this section.

Unless otherwise agreed in writing by the parties, Customer will have sole responsibility for and bear all risks associated with acquiring and operating its own technology environment, including but not limited to computers, digital certificates (if required), operating systems, servers, Internet access, local area networks, and wide area networks and shall pay any fees associated with such access.

Content is based on data supplied by the Content Suppliers and licensed to Informatica for sublicensing to its Customers. Informatica is entirely reliant on the Content Suppliers for the Content and in certain circumstances Informatica may be unable to provide additional Content Updates or renewals of Content subscriptions owing to restrictions imposed by the Content Suppliers.

The Content may vary from Content Update to Content Update if some of the Content Suppliers alter the terms of their licenses or if the Content ceases to be available to Informatica for resale.

Except where set forth otherwise in the Agreement and/or Order Form, Customer may not deliver the Content to any third parties without the prior written permission of Informatica nor use the Content to provide a service to third parties. Customer may not make copies of the Content.

Informatica and/or the Content Suppliers may audit use of the Content on behalf of its licensors to ensure Customer's usage is in accordance with the Agreement. Informatica may request from Customer and make information on Content use available to the Content Suppliers at any time.

In the event of misuse of Content by Customer, Customer may be required to pay additional fees. Customer shall be fully liable for any and all additional fees arising due to misuse of the Content including but not restricted to any fines, penalties, damages, or other fees payable to the Content Suppliers or third parties. Informatica may provide Customer's contact details to the Content Supplier for use in the event that the Content Supplier wishes to contact Customer directly for audit or any other reason.

Informatica has compiled the Content using data obtained from third parties. In collating this data, Informatica has applied the best possible care and made random checks to ensure accuracy, completeness, and validity of data. However, it may be possible that Content may be inaccurate, incomplete, or invalid. Except as provided for under local law, neither Informatica nor its licensor(s) accept liability for the accuracy or quality of the Content, which is used entirely at Customer's own risk. Both False Positives and False Negatives may occur. All Content and accompanying written materials are provided "as is" without warranty of any kind. Address matching and correction may generate incorrect results because fuzzy logic and algorithms are used. Further, Informatica does not warrant, guarantee, or make any representations regarding the use, or the results of the use of the product or written materials, in terms of accuracy, reliability, currency, or other qualities.

No trademarks used in the Content may be used or reproduced by Customer for any purposes. Customer must not systematically query the Content in order to create a copy of the underlying reference databases. The Content contains the intellectual property of the Content Suppliers and is licensed to the Customer on an annual basis subject to payment of the applicable fees. The Content remains the intellectual property of the Content Suppliers at all times. The Customer's own data and databases shall remain the property of Customer.

If one or more Addresses from the United Kingdom are processed by Customer, Customer acknowledges the right of Royal Mail on the basis of this contract to directly enforce all terms against Customer relating to the postal reference data. Employees and representatives of the Royal Mail are authorized to inspect applicable accounting and Content at Customer's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.

Data Protection: Customer shall observe the provisions of the European Data Protection Directive 95/46EC (Official Journal of the European Communities of 22 November 1995 No L 281 p. 31) as enacted in the legislation Customer's country of use as well as any applicable data protection or data privacy legislation applicable ("Data Protection Legislation"), and in particular recognizes that if the Content is combined with additional data to create personal data, Customer shall be considered the Data Controller for that data, in accordance with the terms of the Directive. Informatica accepts no liability for any breach of any applicable Data Protection Legislation arising from or related to Customer's use of the Content.

MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the "Microsoft Products") that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
3. **NO WARRANTIES BY MICROSOFT.** CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
4. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client's information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client's use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an Intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client's compliance.

EXHIBIT B TO THE CLOUD SOFTWARE ORDER FORM**Maintenance Standards (Subscription Advantage Level)**

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active Incident is Indicated at the time the Incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing.	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

EXHIBIT C TO THE CLOUD SOFTWARE ORDER FORM

Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the "SLA") applies to the production Cloud Software Instance supported under this Order Form.

Availability: "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available ("Scheduled Uptime"), that the production Cloud Software instance is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement ("Scheduled Downtime"), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software Instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software Instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

A monthly Availability report will be made available within ten (10) business days following Client's written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software Instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a "Service Level Credit") to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee

Production Cloud Software	
Availability	Service Level Credit Issued by Ellucian *
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("Service Level Credit Request, Payment Procedures") of this SLA.

4. Maintenance Procedure.

4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.

4.2 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software.

5. Conditions.

5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:

- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream Internet service providers (ISPs)) that hinder access to the Cloud Software;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
- Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
- False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
- File transfer, email or webmail delivery and transmission;
- Circumstances beyond Ellucian's reasonable control;
- Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
- Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.

5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

6. Service Level Credit Request, Payment Procedures.

- 6.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.

EXHIBIT D

Data Protection

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under an Order Form, it will:

- (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and the relevant Order Form;
- (c) process the Client Personal Data only in accordance with the Client’s Instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian’s obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian’s employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian’s obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
- (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
- (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian’s obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request

and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent Independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and

(i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.

3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

EXHIBIT E TO THE CLOUD SOFTWARE ORDER FORM**STATEMENT OF WORK****ELLUCIAN CRM RECRUIT COMMUNITY COLLEGE IMPLEMENTATION – DESCRIPTION OF SERVICES****Overview**

Ellucian will provide services to support the configuration of the Ellucian CRM Recruit solution for community colleges along with system education and advisory consulting to prepare Client for deployment.

High-level Tasks and Deliverables for Ellucian CRM Recruit Community College Implementation

Engagement	High Level Tasks	Deliverables
Ellucian CRM Recruit Project Management	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Create an Integrated project management plan; • Execute project by managing scope, resources and timeline, working in close collaboration with the Client Project Manager; • Manage project schedule and Ellucian resourcing; • Facilitate risk mitigation and issue tracking; and • Manage project escalations with Client Project Sponsor. 	<ul style="list-style-type: none"> • Integrated project schedule • Project Site for project management and reporting
Project Planning and Kickoff	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Review service delivery expectations and outcomes; • Assess viability of existing installed components for compatibility with Ellucian CRM Recruit; • Define supported payment provider: <ul style="list-style-type: none"> ◦ TouchNet, Cashnet, Nelnet, Official Payments • Provide Ellucian CRM Recruit Server and Network document to the Client and set a due date for the Client to return the Ellucian CRM Recruit Server and Network document; and • Schedule technical validation call. 	<ul style="list-style-type: none"> • Prerequisite documentation • Provide Ellucian CRM Recruit Server and Network document
Technical Kickoff Call	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Review the scope to align expectations; • Discuss pre-requisites and software readiness; and • Provide an overview of the technical service offering and take Client questions. 	
Technical Validation Call	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Confirm information has been provided within the Ellucian CRM Recruit Server and Network document to begin the implementation; • Validate remote connectivity; and • Validate service readiness by logging into the various servers and solutions as required for service delivery. 	<ul style="list-style-type: none"> • Validation of connectivity and service readiness
Ellucian CRM Recruit Installation	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Install Ellucian CRM Recruit software in test environment; • Create Ellucian CRM Recruit test organization; • Install Ellucian CRM Recruit software in production environment; and • Create Ellucian CRM Recruit production organization. 	<ul style="list-style-type: none"> • Ellucian CRM Recruit Test instance • Ellucian CRM Recruit Production Instance
Ellucian CRM Recruit Payment	<p>Ellucian will:</p>	<ul style="list-style-type: none"> • Payment Gateway Integrated to Ellucian CRM Recruit

Engagement	High Level Tasks	Deliverables
Gateway Integration	<ul style="list-style-type: none"> • Create payment gateway instance with supported payment gateway provider to support integration with Ellucian CRM Recruit; and • Integrate Ellucian supported payment gateway with Ellucian CRM Recruit. 	
Ellucian ERP Integration	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Configure Banner to Ellucian CRM Recruit-related integration components with 1 non-production and production environment of Ellucian CRM Recruit, which is limited to: <ul style="list-style-type: none"> ◦ Banner Recruit Integration Manager for Banner ERP • Confirm integration components are working by creating and submitting 1 test application to confirm the ERP ID is sent back to Ellucian CRM Recruit (1 non-production environment only). 	<ul style="list-style-type: none"> • Integration between ERP and Ellucian CRM Recruit in non-production and production environments
Ellucian CRM Recruit Discovery and Training Workshop	<p>As part of the 3-day, onsite Discovery and Training Workshop, Ellucian will:</p> <ul style="list-style-type: none"> • Deliver an implementation discovery workshop focused on 1 constituency of admission defined during scoping; • Facilitate initial system education; and • Gather requirements for configurations of Ellucian CRM Recruit. 	<ul style="list-style-type: none"> • Completed Decision Points on project site
ERP Provisioning	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide advisory consulting on delivered validation table imports (including Organizations) from the ERP system. 	<ul style="list-style-type: none"> • Provision delivered validation tables into Ellucian CRM Recruit
Prospect Provisioning from ERP – Banner	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Support the migration of 1 year of prospect data by way of native provisioning processes delivered with Ellucian ERP integration; and • Facilitate summary training and troubleshooting. 	<ul style="list-style-type: none"> • 1 year of prospect data provisioned into Ellucian CRM Recruit from ERP for 1 constituency
Branding of Constituent Experience Page	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide summary training on managing the delivered prospective student website; and • Configure basic Cascading Style Sheet (CSS) styling of Ellucian CRM Recruit prospect student website template in both non-production and production environment based on Client-provided brand workbook. 	<ul style="list-style-type: none"> • Branded Ellucian CRM Recruit Constituent Experience (CX) site
Online Application	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Configure 1 online application native to Ellucian CRM Recruit including up to 25 custom fields with conditional logic; and • Configure eCommerce settings for application fee via Official Payments, TouchNet, Nelnet, or Cashnet. 	<ul style="list-style-type: none"> • Configuration of 1 Ellucian CRM Recruit online application for 1 constituency • Configuration of eCommerce settings for 1 application in Ellucian CRM Recruit
Residency Workflow	<p>Ellucian will configure 1 residency workflow up to:</p> <ul style="list-style-type: none"> • Assignment of up to 3 residency statuses; and • 2 check conditions for each residency status. 	<ul style="list-style-type: none"> • Configuration of 1 residency workflow for 1 constituency
Delivered ERP Integration	<p>Ellucian will provide support for defined, delivered Ellucian CRM Recruit to Ellucian ERP field mappings.</p>	<ul style="list-style-type: none"> • Integration for defined, delivered Ellucian CRM Recruit

Engagement	High Level Tasks	Deliverables
Delivered Imports	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide integration support for delivered flat file suspect Imports limited to: <ul style="list-style-type: none"> ○ College Board Student Search Services, ○ ACT ENROLL, ○ ACT Educational Opportunity Services (EOS), ○ ACT PLAN, ○ NRCCUA, Talent Identification Program (TIP), and • Provide integration support for delivered flat file test score imports, consisting of: <ul style="list-style-type: none"> ○ SAT Official scores; ○ ACT Official scores; ○ GMAT; ○ GRE; ○ LSAT; and ○ TOEFL. 	<p>to Ellucian ERP field mappings</p> <ul style="list-style-type: none"> • Ellucian CRM Recruit delivered import contacts.
Configuration of Ellucian CRM Recruit Forms	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of:</p> <ul style="list-style-type: none"> • 1 defined online create account/inquiry form; and • 1 defined online update profile form. 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Recruit forms for 1 constituency
Configuration of Territories	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of:</p> <ul style="list-style-type: none"> • Up to 3 defined territories. Territory criteria based on last name, campus location, state, county, or high school; and • Up to 3 defined territory goals. 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Recruit territories and enrollment goals for 1 constituency
Configuration of Ellucian CRM Recruit Communications	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of 6 defined, multi-channel communication plan and/or workflow templates limited to the following:</p> <ul style="list-style-type: none"> • 1 "Inquiry to Apply" automatic communication with Ellucian defined text, includes: <ul style="list-style-type: none"> ○ 1 "Inquiry Acknowledgement" email activity; ○ 1 "Information Packet" letter activity; ○ 1 "How to Enroll" email activity; ○ 1 "Paying for College" email activity; and ○ 1 "Visit Campus" email activity. • 1 "Apply to Enroll" automatic communication with Ellucian defined text, includes: <ul style="list-style-type: none"> ○ 1 "Information Packet" letter activity; ○ 1 "How to Enroll" email activity; ○ 1 "Paying for Colleges" email activity; and ○ 1 "Visit Campus" email activity. • 1 "Application Started, but not Submitted" automatic communication with Ellucian defined text, consists of: <ul style="list-style-type: none"> ○ 2 "Application not Submitted" email activities. 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Recruit Communications for 1 constituency

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • 1 “Application Marked Complete Acknowledgement” automatic communication with Ellucian defined text, consists of: <ul style="list-style-type: none"> ○ 1 “Marked Complete Acknowledgement” email activity. • 1 “Admit/yield” automatic communication with Ellucian defined text, consists of: <ul style="list-style-type: none"> ○ 1 “Admit Packet” letter activity; ○ 1 “Administration Welcome” letter activity; and ○ 1 “Admit Phone Call” phone call activity. • 1 “Event Registration Acknowledgement” automatic communication with Ellucian defined text, contains: <ul style="list-style-type: none"> ○ 1 “Event Registration Confirmation” email activity; ○ 1 “Event Reminder” email activity; ○ 1 “Thank you for attending” email activity; and ○ 1 “Registered but did not attend” email activity. 	
Configuration of Ellucian CRM Recruit Events	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of 2 events:</p> <ul style="list-style-type: none"> • Open house event with specific open house event registration form; and • Campus visit event with specific campus visit event registration form. 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Recruit Events for 1 constituency
Configuration of Auto Decisioning	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of:</p> <ul style="list-style-type: none"> • 1 pre-configured scoring engine plan based upon academic level, transcripts, or test scores. 	<ul style="list-style-type: none"> • Delivery of 1 pre-configure scoring engine plan.
Configuration of Ellucian CRM Recruit Criteria Sets	<p>Ellucian will facilitate configuration based on outcomes of the Implementation Discovery Workshop, limited to 1 agreed upon constituency. Configuration consists of:</p> <ul style="list-style-type: none"> • 1 defined decision release rule with up to 3 conditions with the ability to accept or decline; • 1 defined decision letter for the constituent experience; and • 1 defined direct apply rule with up to 3 conditions. 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Recruit criteria sets for 1 constituency • Configuration of Ellucian CRM Recruit decision letter for 1 constituency
On-Demand Training	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide recorded, On Demand Training that will be consumed by the Client asynchronously as defined in the Implementation Guide. 	<ul style="list-style-type: none"> • Access to defined On-Demand Training
Implementation Consultation and Training	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Deliver the virtual consulting engagements following the completion of On-Demand Training. Topics will consist of: <ul style="list-style-type: none"> ○ Overview and Navigation; ○ Managing the Constituent Experience; ○ Managing Opportunity Recruitment and Goals; ○ Managing Delivered Imports; ○ Managing Communications; ○ Managing and Processing Applications; ○ Managing Decisions on the Constituent Experience; ○ Communications Plans; ○ Integration Overview; 	<ul style="list-style-type: none"> • Training recordings

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> ○ Understanding Ellucian ERP Integration; ○ Managing Travel and Events; ○ Managing Dashboards and Delivered Reports; ○ Managing Security and System Administration; ○ End to End Walkthrough; and ○ Consultant Facilitations. 	
Client Go-Live Support	Ellucian will: <ul style="list-style-type: none"> ● Provide go-live consulting in support of previous configuration and training. 	<ul style="list-style-type: none"> ● 4 Consultant check in calls
Post Go-Live Adoption Checkpoints	Ellucian will: <ul style="list-style-type: none"> ● Evaluate and assess client adoption and business processes at 6 and 12 week stages from point of go-live date. Stages will be defined as followed: <ul style="list-style-type: none"> ○ 2 post go live support calls with reports recommending resources or additional services to drive user adoption. 	<ul style="list-style-type: none"> ● 2 post go-live support calls ● 2 reports recommending resources or additional services to drive user adoption

Service Assumptions for Ellucian CRM Recruit Community College Implementation

- Additional functionality and services may be added to scope as Time and Materials;
 - These additional services will be rendered following the Essentials implementation.
- Ellucian CRM products leverage Single Sign-on authentication where CRM must be connected to a federated service:
 - CRM authentication supports the WS-federation protocol.
 - To achieve this Ellucian requires Client to leverage Ellucian Identity, Active Directory Federated Service, or Azure Active Directory.
 - Client Implementation must have a supported federation service complete prior to project kickoff.
- A constituency refers to a single classification of prospective students such as undergraduate first-time freshman, managed by 1 admissions office;
- Training and enablement of new functionality is not delivered with Essentials components and will require additional service hours for enablement and training;
- Training pre-requisites for engagements will be delivered to the Client before the first consulting engagement in the Ellucian CRM Recruit Implementation Guide;
- Go-live date must be prior to or following SaaS Ellucian CRM Recruit upgrade dates;
- Project management activities and project documents to be shared and managed via the Ellucian Project Site; and

Client Responsibilities for Ellucian CRM Recruit Community College Implementation

- Ensure participants have current log-in credentials to the Ellucian Customer Center and have knowledge on locating product documentation;
- Ensure participants have viewed the Ellucian CRM Recruit On-Demand Training as defined as engagement pre-requisites, before the engagement begins;
- Ensure that Internal business processes are defined and aligned as appropriate across the institution;
- Validate and execute user acceptance planning and testing in support of go-live readiness;
- Schedule go live activities and major configuration efforts around the established SaaS upgrade schedule available on the customer center.
- Provide data in default Ellucian CRM Recruit format matching Ellucian ERP/Ellucian CRM Recruit validation codes if Initial load of prospect data from sources other than an Ellucian ERP; Client will perform and be responsible for completion of data migration;
- Provide responses to the delivered Ellucian technical questionnaire prior to execution of this scope;

- Establish relationship with approved vendors for third party email service, text messaging service, and/or payment gateway before the Implementation begins;
- Refresh ERP non-production system from production before project kickoff with current production data;
- Meet all WebLogic and Banner Event Publisher (BEP) installation requirements and meet the Banner version requirements for the Installation of the API used for Ellucian CRM Recruit integration prior to the first Installation consulting engagement;
- Meet all Banner version requirements for the Installation of the BRIM prior to the first Installation consulting engagement;
 - This responsibility includes installing the Banner Database Upgrade 9.3 or later in both Banner non-production and production environments.
- Complete all Payment Gateway technical pre-requisites in timeframe defined in the Ellucian Implementation Guide unless otherwise stated in this herein;
- Immediately contact TouchNet to initiate contract to set-up payments for Ellucian CRM Recruit (T-Link);
- Create security classes based on information and guidance provided by Ellucian; and
- Configure Ellucian CRM Recruit for additional constituencies beyond the Initial 1 constituency defined in this scope.

Out of Scope for Ellucian CRM Recruit Community College Implementation

- Migration or Import of any data not defined or described herein;
- Importing Financial aid information from ERP into Ellucian CRM Recruit;
- Delivery of configuration or templates beyond the scope described herein;
- Configuration for constituencies other than the 1 mutually agreed upon constituency of admissions as defined herein;
- Configuration of any third-party service with Ellucian CRM Recruit;
- Any customizations/additional configurations not included in this scope of services as well as those which may be identified through the implementation which would require additional scoping and may incur additional charges as well as extend the project schedule;
- Services to implement required technical prerequisite ERP updates, specifically:
 - Services to install Payment Gateway;
 - Consulting or training to support ERP duplicate detection, common matching, or push rules;
 - Configuration of PL/SQL to support custom field integration for Banner;
 - Configuration of Banner Document Management (BDM) Integration with Ellucian CRM Recruit;
 - Configuration of BDM Integration by Client will not be supported by Ellucian
 - Configuration, Installation, or testing of WebLogic Network Load Balancing, Windows Network Load Balancing, and SQL Clustering;
 - Automation of file import process or file conversion;
 - Configuration or styling of custom fonts on the Constituent Experience Page;
 - Client customizations during and post implementation;
 - Configuration of network (including DNS or Firewall);
 - Installation or configuration of load balancers; and
 - Delivery of items listed on Ellucian CRM Recruit roadmap.

**AGENDA ITEM #VI-B
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF QUOTE FOR PROTECTION, HEALTH, AND SAFETY PROJECT
MAIN GYMNASIUM BLEACHER INSTALLATION**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the quote from Carroll Seating, the regional Hussey Seating installer, for \$260,512.59 for installation of new bleachers in the main gymnasium, safety padding on end walls, and new safer backboards at the main baskets. This quote aligns with the budget for the project.

BACKGROUND: In coordination with the gymnasium renovation project, Carroll Seating will install new bleachers provided by Hussey Seating that meet current safety and ADA accessibility codes, as well as new wall padding on the end walls, and safer back boards at the main baskets in the main gymnasium. The College obtained a quote from Carroll Seating through our Sourcewell joint purchasing program agreement.

This project will be funded through Protection, Health, and Safety funds.

BOARD ACTION: _____



Project Proposal

2105 Lunt, Elk Grove Village, IL 60007
 Phone: 847-434-0909 Fax: 847-434-0910

Proposal Number	CP113749
Proposal Type	Owner
Date	11/11/2019

Project: Highland Community College
 Architect: Richard L Johnson Associates, Inc
 Bid Date: 10/16/2019 8:00 AM
 Proposal For: Safety Wall Padding
 Backboard Conversion
 Telescoping Bleachers

Highland Community College
 2998 West Pearl City Road
 Rockford IL 61032

Telescoping Bleachers will be procured by "Purchase Order issued pursuant to Sourcewell Contract #100814-HSC on behalf of the Highland Community College ID# 28960 . Pricing includes removal of existing bleachers. Rev 1 dated 11/11/19.

Safety Wall Padding **\$9,600.00**

Safety Wall Padding - Furnish and Installed
 * Sixty-Four (64) 2'-0" x 6'-0" x 2"
 * Includes includes eight (8) printed pads @ 2'- wide

Backboard Conversion **\$9,407.00**

Backboard Conversion
 * Convert all two (2) main court backboards to 42" glass board with bolt on padding
 * Includes new break-away rims
 * Includes one (1) spare glass backboard

Telescoping Bleachers **\$241,505.59**

* Remove existing bleachers
 * Furnish and install new telescoping bleachers as manufactured by Hussey Seating Co.

Bleachers:
 * Hussey Maxam 26 - Electric Operation
 * 22" Row Spacing x 9 5/8" rise - Wood Decking Clear Finish
 * Self-storing end rails (color = GRAY)
 * Self-rotating aisle rails (color = GRAY)
 * Courtside 10" deep x 18" modular seat unit (color = DARK BLUE)
 * ADA "Recoverable" modular seating at first row
 * Power Requirements: 120/208 3-Phase at each bank

North Bank
 * 13 Rows x 98'-0": Total Seating Capacity = 688

South Bank
 * 12 Rows x 101'-0": Total Seating Capacity = 660

Project Total: \$260,512.59

If you have any questions concerning our proposal, please contact me.

Alex Klopp
Carroll Seating, Inc
aklopp@carrollseating.com

**AGENDA ITEM #VI-C
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF QUOTE FOR PROTECTION, HEALTH, AND SAFETY PROJECT
MAIN GYMNASIUM FLOOR INSTALLATION**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of base bid #1A from Kiefer USA, the regional Connor Sports flooring installer, for \$183,800.00 for installation of new Connor Focus flooring and associated ADA ramping in the main gymnasium. This quote aligns with the budget for the project.

BACKGROUND: After the existing hazardous gymnasium flooring has been abated, Kiefer USA will install new wood flooring provided by Connor Sports in the main gymnasium, as well as any required ADA ramping. Final art work for flooring will be chosen at a later date. HCC obtained quotes from Kiefer USA through our Sourcewell joint purchasing program agreement.

This project will be funded through Protection, Health, and Safety funds.

BOARD ACTION: _____



Go Beyond the Surface

2910 Falling Waters Blvd
 Lindenhurst, IL 60046
 Ph: 847.245.8450
 Fax: 847.245.8590
www.kieferusa.com

PROPOSAL

Attn: Kurt Simpson – Facility Manager
Highland Community College
 Ph: (815) 599-3501 - Email: kurt.simpson@highland.edu
 Project: Highland Community College – Gymnasium Floor Renovations
 Date of Bid: November 11th, 2019
 Work Type: Wood Athletic Flooring

Pricing is based on information provided to Kiefer USA – Regional Sales Manager – Connor Schomig and plans composed by Richard L. Johnson and Associates dated 11/13/2019. Pricing is based on Sourcwell Contract # - 060518-CSC – Zone 2 Pricing.

Area	Scope of Work	Cost
± 11,720 Net Ft ²	<p>Base Bid #1A – Main Gymnasium – Connor Focus</p> <ul style="list-style-type: none"> Furnish and Install Connor Focus Wood Athletic Floor System. 25/32" x 2 1/4" 2nd & Better Grade Maple, Sealed and Finished. Includes Johnsonite Vented Cove Wall Base & Aluminum Transitions at Entryways. Includes SafePath ADA Ramping at Note 11 per A102. Graphics Package to be Confirmed During Submittal Phase – Pricing is Subject to Change Order. Core Drill and Prepare at (4) New Locations for New VB Sleeves. Includes (2) New VB Covers on Existing Locations. Painted Gameline Striping: (1) Main Basketball, (1) Main Volleyball, (2) Secondary Aux Basketball and (2) Secondary Aux Volleyball. Does Not Include Materials/Labor Associated with Note 10 – Landing per A102. 	
TOTAL LUMP SUM PRICE		\$ 183,800.00

Area	Scope of Work	Cost
± 5,910 Net Ft ²	<p>Base Bid #1B – YMCA Auxiliary Gymnasium – Connor Focus</p> <ul style="list-style-type: none"> Furnish and Install Connor Focus Wood Athletic Floor System. 25/32" x 2 1/4" 2nd & Better Grade Maple, Sealed and Finished. Includes Johnsonite Vented Cove Wall Base & Aluminum Transitions at Entryways. Includes SafePath ADA Ramping at Note 11 per A102. Core Drill and Prepare at (4) New Locations for New VB Sleeves. Includes (2) New VB Covers on Existing Locations. Painted Gameline Striping: (1) Main Basketball, (1) Main Volleyball, (2) Secondary Aux Basketball, (2) Secondary Aux Volleyball and (3) Pickleball. Does Not Include Materials/Labor Associated with Note 10 – Landing per A102. 	
TOTAL LUMP SUM PRICE		\$ 103,990.00

This price does not include moisture testing, as indicated below, or any climate control in the facility – this should be the responsibility of the General Contractor and/or Owner. Performance and payment bond costs have not been included; if bonds are required, they will be assessed as an additional charge. Pricing is based on paint being selected from the manufacturer's standard colors; any custom colors will require an additional charge.





Proposal Letter
Highland CC
November 11th, 2019
Page 2 of 2

Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then Kiefer USA shall stop work and give written notice thereof to appropriate party (e.g., Owner, General Contractor, Construction Manager, etc.). Please note the following items regarding the concrete subfloor with wood athletic flooring, as established by the Maple Flooring Manufacturers Association:

- Vapor emissions from a concrete slab can cause subfloor component problems, and cupping and crowning of finish maple in wood flooring, therefore, it is necessary to use a below-slab vapor retardant barrier system. It is important that a vapor barrier be installed intact, directly beneath the concrete, and without any breaches. Placing of any type of fill material between the concrete and the vapor barrier may cause moisture-related problems with the finished maple surface.
- The concrete subfloor must be tested by an independent third party testing agency, using the MFMA Approved Relative Humidity test, and test results should be furnished to Kiefer USA prior to our arrival on the jobsite. Acceptable standards regarding relative humidity are 85%. For current standards, refer to ASTM F-2170-09.
- Prior to our arrival on the site, all concrete floor slabs must be tested for planarity; Connor requires not more than 1/8" deviation within a 10'-0" radius. The MFMA does not recognize F_F or F_L numbers. Any repair work necessary to correct surfaces to meet the above requirements must be done by others. Kiefer USA will not provide any floor preparation beneath a wood floor system.
- Maple flooring is a hygroscopic material, meaning it will expand and contract based on humidity and temperatures. In order to achieve a proper installation, indoor air temperature must be maintained between 55 and 75 degrees, with a humidity level between 35-50%, throughout the installation process. Maintaining of the humidity and temperature in any facility is beyond the flooring contractor's scope of work, and should be handled by the owner or general contractor.

Kiefer USA can provide additional information on any of the above items upon request.

Payment Terms: 50% Deposit Upon Signing, 40% Upon Material Delivery, 10% Upon Completion.
Financing Options Are Available.

This proposal-pricing letter is valid for 90 days from the date of proposal, as noted above. If the above pricing is acceptable, please sign below, and return to our corporate office with your purchase order as soon as possible, so we may proceed as per the project requirements. Please use Sourcwell Contract # - 060518-CSC on all correspondence moving forward. If you have any questions regarding this proposal, please contact Michael Albrecht at 847.245.8450, ext. 130.

Respectfully Submitted,

Connor Schomig
Regional Sales Manager
Kiefer USA

Michael Albrecht
Senior Project Estimator
Kiefer USA

Accepted By:

_____	_____
Name	Date
_____	_____
Company	Title



**AGENDA ITEM #VI-D
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF QUOTE FOR SCOREBOARD AND SHOT CLOCK
REPLACEMENT IN MAIN GYMNASIUM**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the quote from Carroll Seating, the regional Nevco display and scoring installer, for \$25,197.70 for removal of existing scoreboards and shot clocks, and installation of new scoreboards and shot clocks in the main gymnasium.

BACKGROUND: In coordination with the gymnasium renovation project, Carroll Seating will remove the existing scoreboards and shot clocks and install new scoreboards and shot clocks in the main gymnasium. The new score keeping system is wireless, eliminating the physical cable runs currently needed, and will include functionality for electronically displaying team names. The College obtained a quote from Carroll Seating through our Sourcewell joint purchasing program agreement. This project will be funded through residual funds from the 2015 bond issuance.

BOARD ACTION: _____



2105 Lunt, Elk Grove Village, IL 60007
 Phone: 847-434-0909 Fax: 847-434-0910

Project Proposal

Proposal Number	CP114016
Proposal Type	
Date	11/24/2019

Project: Highland CC Scoreboard
 Architect:
 Bid Date: 11/22/2019 12:00 AM
 Proposal For: Scoreboard Replacement

Highland Community College
 2998 West Pearl City Road
 Rockford IL 61032

Scoreboard Replacement

\$25,197.70

Remove existing scoreboards
 Furnish and install the following scoreboards as manufactured by Nevco;

Scoreboards:

- * Two (2) Model 2770: 8'-0" x 6'-0" x 8" w/Electronic Team Names
- * Two (2) Wireless Controllers
- * Two (2) EOP End of Period Lights on main court backboards
- * Two (2) SSC-7 Shot Clocks LED Display 20" x 20"
- * Two (2) new shot clock brackets installed on backstop structure
- * Reuse existing wire cage

Project Total: \$25,197.70

If you have any questions concerning our proposal, please contact me.

Alex Klopp
 Carroll Seating, Inc
 aklopp@carrollseating.com

**AGENDA ITEM #VI-E
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF BID FOR MAIN GYMNASIUM RENOVATIONS
AND AIR CONDITIONING**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the low total base bid and alternate bid #1 meeting specifications from Larson & Larson Builders for \$584,744 for abatement of existing hazardous flooring in the main gymnasium, coordination of the replacement of flooring in the main gymnasium and the replacement of bleachers, as well as renovations to gymnasium entries to meet safety and ADA accessibility codes. In addition, the renovations will include installation of air conditioning in the main gymnasium contingent upon available bond funds. This bid is within the projected budget for the project.

BACKGROUND: In 2018, campus-wide environmental testing was completed that included testing of the gym floors for hazardous materials such as Mercury. Mercury was found in the floors and further testing revealed that the floors were “off-gassing” Mercury at a level that required action. The way to correct the situation is to abate the hazardous flooring and replace it with new flooring. We also know that our current bleachers are grandfathered in under older safety and ADA accessibility codes, and this is the optimal time to replace the bleachers, bringing them up to the most recent safety and ADA accessibility codes. This portion of the project will be funded through Protection, Health and Safety funds.

The Sports building, built in 1979, was not equipped with air conditioning in either of the gymnasiums. Over the years, there have been issues with condensation on the floor in the main gym, especially during competition events, when various weather conditions occur. This condensation has proved to be a safety issue for those competing in those events. The absence of air conditioning has also made time spent in the gymnasium during other events, such as graduation, much less tolerable in the summer months. Recently the College’s Full Cabinet prioritized a list of projects for inclusion for funding using potential 2020 bond funds. This project ranked high enough to be included in the potential funding request. This project is included in the fiscal year 2020 bond funding budget.

The request for bids was advertised and eight bids were submitted.

Bids were opened at 11:00 a.m. on December 4, 2019.

BOARD ACTION: _____



December 4, 2019

Mr. Jill Jansen
 Highland Community College
 2998 West Pearl City Road
 Freeport, Illinois 61032

Re: Renovations at Building S
 Highland Community College (RLJA# 19-027)

Dear Jill:

On December 4, 2019, bids were received for the Renovations at Building S. Bids were received from eight General Contractors. The low Base Bid was \$333,000.00 and was submitted by Rockford Structures. However, the low bidder will change dependent on what Alternate Bids are accepted.

See bid tab attached.

Base Bid is for the renovation work in the Main Gym and coordination of the floor and bleacher replacements.
 Alternate Bid #1 is for a new HVAC mechanical system for the Main Gym.
 Alternate Bid #2 is for the renovation work in the Auxiliary Gym and coordination of the floor replacement.
 Alternate Bid #3 is for a new HVAC mechanical system for the Auxiliary Gym.

The following are scenarios of who would be the low bidder based on what Alternate Bids are accepted:

Base Bid (Rockford Structures) \$333,000.00
 Base Bid and Alt Bid #1 (Larson and Larson Builders) \$334,815 + \$249,929 = \$584,744.00.
 Base Bid, Alt Bid #1 and #2 (Larson and Larson Builders) \$334,815 + \$249,929 + \$119,700 = \$704,444.
 Base Bid, Alt Bid #1, #2 and #3 (Sjostrom and Sons) \$335,000 + \$255,300 + \$120,745 + \$188,785 = \$899,830.

The following is the total cost based on the bids for the Renovation work for the main Gym only which was included in the PHS Application. I am going to use Larson and Larson's Base Bid dollar amount.

Base Bid	\$334,815.00
Kiefer Specialty Flooring	\$183,500.00
Carroll Seating	\$260,512.32
Subtotal	\$779,127.59
A/E Fees	\$35,698.00
Construction Contingency	\$73,174.41
Total Approved Budget	\$908,000.00

We have worked with all three of the General Contractors listed above on past projects.

We recommend awarding the project to one of the Contractor's Listed above based upon the Board's review and approval of the Alternate Bids and the funds available. We will prepare a Letter To Proceed and Owner/Contractor Agreement upon receiving the Board's approval.



If you have any questions regarding the above information, please contact me at your convenience.
Sincerely,

RICHARD L. JOHNSON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Scott R. Johnson', with a long horizontal line extending to the right.

Scott R. Johnson, AIA, LEED AP
Project Architect
cc: 19-027 file

Bid Date: December 4, 2010

Renovation Project @ Bldg "S"
for Highland College

RLJA #19-027

BIDDERS	BID SECUR.	ADDM RCPT.	SITE INSPCT.	CERTIF- CATION	BASE BID	ALT. BID NO. 1	ALT. BID NO. 2	ALT. BID NO. 3
						Provide H&M for Bldg Type	Recondition Work in Area Only	Provide H&M for Area Only
Larson & Larson Builders 5812 Industrial Avenue Loves Park, IL 815-633-1773	5%	3	YES	YES	\$234,815	\$249,828	\$119,700	\$196,750
Ringland-Johnson, Inc. 1725 Huntwood Drive Cherry Valley, IL 815-332-8842	5%	3	YES	YES	\$441,875	\$267,360	\$183,860	\$194,480
Rockford Structures 10540 N. 2nd Street Machesney PK, IL 8155533-6101	5%	3	YES	YES	\$333,000	\$281,000	\$129,000	\$212,000
Scandroll Construction 855 N. Madison Street Rockford, IL 815-962-4037	5%	3	YES	YES	\$456,789	\$300,000	\$170,000	\$220,000
Sjostrom & Sons 1129 Harrison Avenue Rockford, IL 815-229-0630	5%	3	YES	YES	\$336,000	\$255,300	\$120,745	\$188,785
Stonstrom Construction Group 2420 20th Street Rockford, IL 815-398-3420	5%	3	YES	YES	\$358,000	\$251,000	\$155,000	\$198,000
Mechanical, Inc. P.O. Box 660 Freeport, IL 815-235-1955	5%	3	YES	YES	\$469,270	\$261,500	\$147,700	\$173,700
Winter Construction 1840 S. Walnut Avenue Freeport, IL 815-235-1224	5%	3	YES	YES	\$361,385	\$254,400	\$125,500	\$180,500

Richard L. Johnson Associates, Inc.

**AGENDA ITEM #VI-F
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**COURSE AND MISCELLANEOUS FEE CHANGES/ADDITIONS
FOR FALL 2020**

RECOMMENDATION OF THE PRESIDENT: That the course and miscellaneous fee changes/additions listed be approved beginning with the Fall 2020 semester.

BACKGROUND: The purpose of course and miscellaneous fees is to recover the cost of instructional supplies and technology or for providing services. Requested fee levels are to offset increased cost of course supplies or to reflect area service costs.

BOARD ACTION: _____

PROPOSED COURSE AND MISCELLANEOUS FEE CHANGES FOR FALL 2020:

Course	Current	Proposed
AGOC132 Landscape Design (Design software specific to this class)	\$20.00	\$100.00
HOSP111 Food and Beverage (Food Sanitation test)	0	\$100.00
BIOL116 Ecology (Material costs are very minor)	\$50.00	\$30.00
ART117 Pottery I (Cost of supplies)	\$40.00	\$45.00
ART118 Graphic Design I (Lab upgrades - equipment and software)	\$35.00	\$75.00
ART217 Pottery II (Cost of supplies)	\$40.00	\$45.00
ART218 Graphic Design II (Lab upgrades - equipment and software)	\$35.00	\$75.00
ART228 Graphic Design III (Lab upgrades - equipment and software)	\$35.00	\$75.00
ART238 Graphic Design IV (Lab upgrades - equipment and software)	\$35.00	\$75.00
Theatre (Summerset <u>or</u> Musicals)		adding "or Musicals"
<p>The theatre ticket category listed as Summerset should be changed to reflect the addition of musicals. The cost to put on musicals is quite expensive and can cost close to the Summerset production amount. Therefore, we should be charging the same price offered outside of the Summerset production.</p>		
Ticket Prices (Student)	\$6.00	\$3.00
<p>The student ticket prices for theatre and music events is currently \$6.00 (plus a \$2.00 processing fee) for a total of \$8.00 per ticket. The Fine Arts faculty agree this is prohibitive to some students attending Fine Arts events. We are suggesting a \$3.00 ticket price (plus \$2.00 processing fee) for a total of \$5.00 for students. Additionally, most Fine Arts faculty require attendance at one or more performances as part of the course grade or for extra credit. We believe this would help draw more students to the productions and help with the cost of required attendance at various productions.</p>		
ENGL222 Modern Literature (Fees no longer needed)	\$25.00	0

ENGL224 Intro to Poetry (Fees no longer needed)	\$25.00	0
POL153 State and Local Government (Fees no longer needed)	\$40.00	0
INST200 Independent Study (Fees no longer needed)	\$20.00	0
Online course fee	\$15.00	0
Hybrid course fee	\$5.00	0
Technology fee (per credit hour)	\$19.00	\$22.00
Activity fee (per credit hour)	\$13.00	\$18.00

**AGENDA ITEM #VI-G
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**COLLEGENOW AGREEMENTS BETWEEN HIGHLAND COMMUNITY COLLEGE
AND DAKOTA HIGH SCHOOL, PEARL CITY HIGH SCHOOL,
PECATONICA SCHOOL DISTRICT #321, AND WARREN SCHOOL DISTRICT #205
FOR THE 2020 – 2021 ACADEMIC YEAR (FY21)**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached CollegeNOW agreements for qualified students attending Dakota High School, Pearl City High School, Pecatonica School District #321, and Warren School District #205 for the 2020 – 2021 academic year (FY21).

BACKGROUND: The CollegeNOW program at Highland Community College provides students with an opportunity to enroll in college-level courses full-time while earning dual credit toward a high school diploma and an associate’s degree. The program has grown from seven students enrolling from one participating high school in the Fall of 2012 to 35 total students from 10 participating high schools in the Fall of 2019. The first class graduated in May 2014.

The College is renewing the annual agreements with Dakota High School, Pearl City High School, Pecatonica School District #321, and Warren School District #205. The terms of the agreements are consistent with the agreements previously approved for other high schools in the Highland district.

BOARD ACTION: _____

CollegeNOW
TERMS of AGREEMENT
2020 – 2021 Academic Year (FY'21)
Dakota High School and Highland Community College

General Provisions


- Students are expected to follow the Highland catalog, including academic and graduation requirements, FERPA, code of conduct and appeal procedures.
- The majority of the Associate of Arts and Associate of Science general education courses will be available between 8:00 a.m. and 2:30 p.m. Students will be required to take First Year Experience Seminar (FYES) the summer prior to fall enrollment. Students may take classes outside of the 8:00 a.m. – 2:30 p.m. but must provide their own transportation. Students are responsible for providing their own transportation to the FYES course.
- Individual advising and counseling will be available to students. An advisor will be assigned and regular advising appointments required.
- For the 2020-2021 year, the CollegeNOW students and their parent or guardian from Dakota High School will pay all charges including tuition, universal, lab and course fees for the Summer, fall and spring semesters; FYES orientation class in the Summer Semester; and Freshman Seminar (a specialized course designed for Fall Semester CollegeNOW students only). Books, supplies, and transportation are also the responsibility of the student/family.
- Students will be provided a Highland GroupWise E-mail account and expected to check E-mail communications daily.
- To qualify, students must have completed sophomore year; be on track and in good standing; 3.0 minimum GPA; meet college-level entrance scores on Accuplacer, SAT exam, ACT exam, or equivalent; have parent/guardian approval; must attend orientation meeting; and recommendation by the high school.
- Students are expected to maintain a 3.0 grade point average to remain eligible for the CollegeNOW program.
- Students (in junior standing at Dakota High School) will be excused from class to complete the required state and college entrance exams.
- Students will abide by the Highland Community College calendar.
- Individual instructors will determine attendance policies by course.

- Following fall 2020, registration will occur within the first two weeks of the registration period.
- Students may register for online courses with the consent of the advisor.
- Student records in this program will follow the FERPA law. Students must sign a release of information so that mid-term and final grades can be shared with the high school.
- The High School will provide consent for each participating student by signing the Participant Agreement allowing the student to enroll in CollegeNOW. The student will present the agreement to the College admissions office upon registration.
- Reimbursement for students who drop or withdraw will follow college policy.
- For new students, the Freshman Seminar will meet once per week and promote student development and include other topics determined by the needs of the students. Students will meet monthly with an advisor in the second semester and at least twice a semester in subsequent semesters.
- Early alert and mid-term progress will be monitored by the advisor.
- Final grades will be provided to the high school guidance counselor.

For Highland Community College

For Dakota School District

President Date



Superintendent Date 11/12/19

Chair Date
Board of Trustees



President Date 11/12/2019
Board of Education

CollegeNOW
TERMS of AGREEMENT
2020 – 2021 Academic Year (FY'21)
Pearl City High School and Highland Community College

General Provisions

- Students are expected to follow the Highland catalog, including academic and graduation requirements, FERPA, code of conduct and appeal procedures.
- The majority of the Associate of Arts and Associate of Science general education courses will be available between 8:00 a.m. and 2:30 p.m. Students will be required to take First-Year Experience Seminar (FYES) the summer prior to fall enrollment. Students may take classes outside of 8:00 a.m. – 2:30 p.m. Students are responsible for providing their own transportation.
- Individual advising and counseling will be available to students. An advisor will be assigned and regular advising appointments required.
- For the 2020-2021 year, the CollegeNOW student and his/her parent or guardian from Pearl City High School will pay all charges including tuition, universal, lab and course fees for the Summer, Fall and Spring Semesters; FYES orientation class in the Summer Semester; and Freshman Seminar (a specialized course designed for Fall Semester CollegeNOW students only). Books, supplies, and transportation are also the responsibility of the student/family.
- Students will be provided a Highland GroupWise E-mail account and expected to check E-mail communications daily.
- To qualify, students must have completed sophomore year; be on track and in good standing; 3.0 minimum GPA; meet college-level entrance scores on Accuplacer, SAT exam, ACT exam, or equivalent; have parent/guardian approval; must attend orientation meeting; and recommendation by the high school.
- Students are expected to maintain a 3.0 grade point average to remain eligible for the CollegeNOW program.
- Students (in junior standing at Pearl City High School) will be excused from class to complete required state and college entrance exams.
- Students will abide by the Highland Community College calendar.
- Individual instructors will determine attendance policies by course.

- Following fall 2020, registration will occur within the first two weeks of the registration period.
- Students may register for online courses with the consent of the advisor.
- Student records in this program will follow the FERPA law. Students must sign a release of information so that mid-term and final grades can be shared with the high school.
- The High School will provide consent for each participating student by signing the Participant Agreement allowing the student to enroll in CollegeNOW. The student will present the agreement to the College Admissions office upon registration.
- Reimbursement for students who drop or withdraw will follow college policy.
- The Freshman Seminar will meet once per week and cover student development and other topics determined by the needs of the students. Students will meet monthly with an advisor in the second semester and at least twice a semester in subsequent semesters.
- Early alert and mid-term progress will be monitored by the advisor.
- Final grades will be provided to the high school guidance counselor.

For Highland Community College

For Pearl City School District

President

Date




Superintendent

11/20/19

Date

Chair
Board of Trustees

Date



President
Board of Education

11/20/19

Date

CollegeNOW
TERMS of AGREEMENT
2020 – 2021 Academic Year (FY'21)
Pecatonica School District #321 and Highland Community College

General Provisions

- Students are expected to follow the Highland catalog, including academic and graduation requirements, FERPA, code of conduct and appeal procedures.
- The majority of the Associate of Arts and Associate of Science general education courses will be available between 8:00 a.m. and 2:30 p.m. Students will be required to take First Year Experience Seminar (FYES) the summer prior to fall enrollment. Students may take classes outside of 8:00 a.m. – 2:30 p.m. but must provide their own transportation. Students are responsible for providing their own transportation to the FYES course.
- Individual advising and counseling will be available to students. An advisor will be assigned and regular advising appointments required.
- For the 2020-2021 year, the CollegeNOW cost of \$5,700 includes tuition, universal, lab and course fees for the Fall and Spring semesters only; FYES orientation class in the Summer semester; and Freshman Seminar (a specialized course designed for Fall semester CollegeNOW students only). Students may enroll in a full load of general education and elective credit hours (approximately 18) applying to AA and AS degrees under CollegeNOW each fall and spring semester. Books, supplies, and transportation not included.
- Students will be provided a Highland GroupWise E-mail account and expected to check E-mail communications daily.
- To qualify, students must have completed sophomore year; be on track and in good standing; successfully completed Geometry and Algebra II; 3.0 minimum GPA; meet college-level entrance scores on COMPASS, ACT exam, or equivalent; have parent/guardian approval; must attend orientation meeting; and recommendation by the high school.
- Students are expected to maintain a 3.0 grade point average to remain eligible for the CollegeNOW program.
- Students (in junior standing at Pecatonica High School) will be excused from class to complete the required state and college entrance exams.
- Students will abide by the Highland Community College calendar.
- Individual instructors will determine attendance policies by course.

CollegeNOW
TERMS of AGREEMENT
2020 – 2021 Academic Year (FY'21)
 Warren School District #205 and Highland Community College

General Provisions

- Students are expected to follow the Highland catalog, including academic and graduation requirements, FERPA, code of conduct and appeal procedures.
- The majority of the Associate of Arts and Associate of Science general education courses will be available between 8:00 a.m. and 2:30 p.m. Students will be required to take First Year Experience Seminar (FYES) the summer prior to fall enrollment. Students may take classes outside of the 8:00 a.m. – 2:30 p.m. but must provide their own transportation. Students are responsible for providing their own transportation to the FYES course.
- Individual advising and counseling will be available to students. An advisor will be assigned and regular advising appointments required.
- For the 2020-2021 year, the CollegeNOW students and their parent or guardian from Warren High School will pay all charges including tuition, universal, lab and course fees for the Summer, Fall and Spring Semesters; FYES orientation class in the Summer Semester; and Freshman Seminar (a specialized course designed for Fall Semester CollegeNOW students only). Books, supplies, and transportation are also the responsibility of the student/family.
- Students will be provided a Highland GroupWise E-mail account and expected to check E-mail communications daily.
- To qualify, students must have completed sophomore year; be on track and in good standing; 3.0 minimum GPA; meet college-level entrance scores on Accuplacer, SAT exam, ACT exam, or equivalent; have parent/guardian approval; must attend orientation meeting; and recommendation by the high school.
- Students are expected to maintain a 3.0 grade point average to remain eligible for the CollegeNOW program.
- Students (in junior standing at Warren High School) will be excused from class to complete the required state and college entrance exams.
- Students will abide by the Highland Community College calendar.
- Individual instructors will determine attendance policies by course.

**AGENDA ITEM #VI-H
DECEMBER 12, 2019
HIGHLAND COMMUNITY COLLEGE BOARD**

**APPROVAL OF SALARY INCREASES FOR ADMINISTRATIVE, PROFESSIONAL,
AND CLASSIFIED NON-UNION STAFF**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board of Trustees approves an FY20 salary increase for eligible administrative, professional, and classified non-union staff in an amount of \$1,000 (.48 cents per hour) retroactive to the start of FY20 (July 1, 2019).

BACKGROUND: This salary increase reflects the conservative budget guidelines projected for this fiscal year. The recommended increase will be added to each eligible administrative, professional, and classified non-union staff member's salary. The amount is pro-rated for regular part-time employees based on hours worked (.48 cents per hour).

As in previous years, the proposed increase for grant-funded positions is dependent upon the availability of funds from each grant to implement this recommended increase at the beginning of the appropriate grant year (April 1, July 1, or September 1). This recommendation adheres to the Board of Trustees' compensation philosophy approved at the May 2006 Board meeting.

BOARD ACTION: _____