

**Rock Valley College Board of Trustees
Community College District No. 511
3301 N. Mulford Road, Rockford, IL 61114**

REGULAR MEETING

**5:15 p.m.
May 24, 2022**

On April 29, 2022, Governor Pritzker issued the 29th Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e) (4), this meeting will be held without the physical presence of a quorum at the meeting location.

***Meeting Location:** Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Howard J. Spearman, Ph.D., president of Rock Valley College, will be physically present at the meeting location. **Trustees/members, citizens, faculty and staff may attend the meeting via teleconference or videoconference.** Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/97024389084?pwd=cjREV2J0SXM0MVN6QVJORKpIUEMrZz09>; or by phone at +1-312-626-6799 using Meeting ID 970 2438 9084, Passcode 979234. The meeting will include an opportunity for public comment. Members of the public who would like to make a public comment may submit their public comment to RVC-BoardPC@rockvalleycollege.edu by 3:15 p.m. on May 24, 2022. Public comments will be announced during the public comment portion of the meeting.*

AGENDA

A. Call to Order

B. Roll Call

C. Communications and Petitions (Public Comment)

D. Recognition of Visitors

1. Recognition of Outgoing Student Trustee – Ms. Evelyn Molina
2. Swearing in of 2022-2023 Student Trustee – Mr. Ryan Russell

E. General Presentation

1. Ms. Sully Cadengo, Rockford Regional Hispanic Chamber of Commerce

F. Adjourn to Closed Session to discuss 1)The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.

G. Reconvene Open Session

H. Approval of Minutes

1. April 12, 2022 Committee of the Whole meeting
2. April 26, 2022 Regular and Reorganization meeting

I. Action Items

1. Approve Claims Sheet (Check Register-April 2022) (BR 7922)
2. Approve Purchase Reports
 - a. Purchase Report-A – FY22 Addendum (BR 7923-A)
 - b. Purchase Report-B – FY22 Purchases (BR 7923-B)
3. Approve Ratification of BR 7915-D (4/26/22) (BR 7924)

4. Approve FY2022 Capital Fund Transfer Request (BR 7925)
5. Approve FY2023 Tentative Budget and Set Hearing Date (BR 7926)
6. Approve Dual Credit Intergovernmental Agreement-Welding (Belvidere #100) (BR 7927)
7. Approve Dual Credit EMT Basic Provider Course (Belvidere #100) (BR 7928)
8. Approve Linking Talent with Opportunity Dual Credit Memorandum of Understanding (Belvidere #100) (BR 7929)
9. Approve Linking Talent with Opportunity Dual Credit Memorandum of Understanding (Byron #226) (BR 7930)
10. Approve Linking Talent with Opportunity Dual Credit Memorandum of Understanding (Hononegah #207) (BR 7931)
11. Approve Dual Credit Memorandum of Understanding (South Beloit #320) (BR 7932)
12. Approve 2022-2023 IDOT Intergovernmental Agreement: Highway Construction Careers Training Program (HCCTP) (BR 7933)
13. Approve iFiber Memorandum of Understanding (BR 7934)
14. Approve Personnel Report (BR 7935)
15. First Reading: New Board Policy 5:10.170 Bond Disclosure Compliance (BR 7936)

J. Other Business

1. New Business
2. Unfinished Business

K. Updates / Reports

1. President's Update
2. Leadership Team Updates
3. ICCTA Report
4. Trustee Comments
5. Student Trustee Report
6. RVC Foundation Liaison Report
7. Freedom of Information Act (FOIA) Report

L. Adjourn to Closed Session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.

M. Reconvene Open Session

N. Date of Next Regular Meeting: June 28, 2022, 5:15 p.m., Remote meeting to be held via teleconference or in-person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center on the main campus when Illinois statute permits.

O. Adjourn

Jarid Funderburg, Board Chair

Presented to
Evelyn Molina
Student Trustee



ROCK VALLEY COLLEGE
Board of Trustees
2021-2022

RRRHICC

ROCKFORD REGIONAL HISPANIC
CHAMBER OF COMMERCE

2022

WHY IS A HISPANIC CHAMBER OF COMMERCE NEEDED?

Although the City of Rockford is rich in resources and has various organizations that provide access to business services, none were equipped to deal with the specific needs of minorities such as the Hispanic community.

The local Hispanic community is a hard-working community that contributes to the economy and strives to grow and prosper. It is not out of the norm to have at least one member of an extended family be a small business owner. With the desire to prosper and better provide for family, heads of households often take on the risk of starting a business without fully understanding the logistics of running such business. With limited information available about business services and technical support in Spanish, many entrepreneurs end up missing out on various resources. With a Hispanic population of 18.4% in Rockford, this is unacceptable.

Rather than expecting existing organizations to immediately understand the needs of the Hispanic community and modify their services, a group of community leaders decided to form RRHCC.

ABOUT RRHCC

OUR MISSION

The Rockford Regional Hispanic Chamber of Commerce is a membership-based organization of local business leaders and individuals who work together to provide leadership that promotes and defends responsible, equitable economic development, job opportunities, government, educational excellence, and long-term sustainability for local Hispanic and minority residents.

OUR VISION

To be the leading advocate and resource for Hispanic Businesses and those who employ a Hispanic and minority workforce.

FOUNDERS

Sully Cadengo
Founding President



President & CEO
New Era Interpreting Solutions

Ricardo Montoya-Picazo
Founding Vice-President



Chief of Staff
State Representative Dave Vella

Armando Cardenas
Founding Secretary/Treasurer



Recognized Rockford Hispanic Community
Leader and Advocate since 1972

Business Assistance

- On 8/26/21, Diana Alfaro - Latinx Business Development Manager Office of Minority Economic Empowerment from the Illinois Department of Commerce & Economic Opportunity visited Rockford to canvas Hispanic Businesses and provided B2B grant Information where 10 businesses were directly contacted in 2 hours.
- On 9/2/21 a B2B Workshop was hosted at the temporary RRHCC offices to provide technical assistance to 13 businesses and 8 qualified for the B2B Grant. A much larger sum than the less than 5 that were submitted in previous outreach attempts.



Hispanic Community Needs

After collecting feedback from various Hispanic and minority business owners that would reach out in search of services, RRHCC formulated a list of minority community needs that were not being met.

- Limited access to information in native language
- Need for hands on technical assistance
- Lack of knowledge on the basics of business operations
- Lack of knowledge regarding licensing, permits, reporting practices, procurement, minority certifications, Local and Federal Laws and regulations
- Lack of knowledge regarding financial literacy
- Lack of programming and curriculums that assist with programming to educate minorities in the region

RRHCC GRAND OPENING

RRHCC Launched on September 14th of 2021- also the date of National Support Latino Business Day.

This was the 1st time a state in the Nation had celebrated SLB day as a state and the Governor of Illinois provided RRHCC a proclamation in support of RRHCC and Support Latino Business Day as well as Mayor Thomas McNamera.

Since then, RRHCC has been working toward bringing more business resources to the area and providing hands on technical assistance to Hispanic and Minority owned businesses.



COLLABORATION OVER COMPETITION

RRHCC firmly believes that we are better able to serve our community as a whole by bringing our resources together and tackling existing issues as a collaborative effort. By doing so, we are all achieving our overall goal to aid in the growth and prosperity of economic development in our region.



2022 GOALS

- Business Technical Assistance
- Continued Financial Literacy And Business Education Courses
- Collaboration With Existing Organizations
- Assist With Community Outreach And Advocacy
- Youth Programming/Develop Community Leaders
- Grow Membership Base



LATINO BUSINESS CIVIC ENGAGEMENT

What is my business role in community and my relationship with local government.

Creating bonds with local officials who make decisions that impact their function in the community.

How to serve as an effective participant in building the community they serve.

Social, Political, and Economical

How to understand that your business is a social infrastructure institution

Molding and Mentoring future work base

HABLEMOS DE NEGOCIOS “LET’S TALK BUSINESS”

6-week program series that assist new and current small business owners navigate local & state departments to proper and successfully acquire their business documentation, permits, and licensing.

Session 1: Small Business Services - City

Session 2: County and Small Business Services

Session 3: State of Illinois and Services

Session 4: Small Business Development Center (SBDC)

Session 5: Contracting with Government Entities

Session 6: Business Insurance and Other Services

Thank You

Rock Valley College
Community College District No. 511
3301 N. Mulford Road, Rockford, IL 61114
BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING
5:15 p.m. Tuesday, April 12, 2022
MINUTES

On April 1, 2022, Governor Pritzker issued the twenty-eighth Gubernatorial Disaster Proclamation for all counties in Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Under Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.

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Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting was called to order at 5:15 p.m. by Chairperson Jarid Funderburg.

Roll Call

The following members of the Board of Trustees were present at roll call:

Mr. Jarid Funderburg	Ms. Lynn Kearney
Mr. Robert Trojan	Mr. John Nelson
Ms. Gloria Cudia	Ms. Evelyn Molina, Student Trustee

The following Trustees were absent at roll call: Mr. Paul Gorski and Ms. Crystal Soltow.

Also Present: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President of Liberal Arts and Adult Education; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Rick Jenks, Vice President of Operations; Mr. Jim Handley, Vice President of Human Resources; Ms. Ellen Olson, Vice President of Finance; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Mr. Keith Barnes, Vice President of Equity and Inclusion; Ms. Ann Kerwitz, Assistant to the President; Ms. Kris Fuchs, Assistant to the President; Ms. Vicki Brust, Dean of Career Technical Education; Mr. Cornell Bondurant, Dean of Non-Credit Programs; Attorney Joseph Perkoski, Robbins Schwartz.

Communications and Petitions

There were no public comments, communications and/or petitions.

Recognition of Visitors

Dr. Spearman recognized the architects presenting at the Board of Trustees Committee of the Whole tonight, and the participants from each architectural firm who would be introduced during general presentations.

Adjourn to Closed Session

At 5:18 p.m., a motion was made by Trustee Trojan, seconded by Trustee Kearney, to adjourn to closed session to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting in accordance with Section 2 (c) (1); and/or 2) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); all in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 5:59 p.m., a motion was made by Trustee Nelson, seconded by Trustee Kearney, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Review of Minutes

There were no comments on the minutes from the March 8, 2022, Board of Trustees Committee of the Whole meeting.

General Presentations

Architect of Record Discussion:

Cordogan Clark: The representatives for Cordogan Clark are Mr. Brian Kronewitter, executive vice president; Ms. Cayce Horton, architectural designer; and Mr. Keven Graham, senior landscape architect. Mr. Kronewitter gave a brief overview of Cordogan Clark. Cordogan Clark has been in business for over 100 years and has extensive experience working with higher education. Discussion ensued.

Larson & Darby: The representatives for Larson & Darby are Mr. Andrew Macklin, project architect; Mr. Dominick Demonica, principal at DKA-Design; and Mr. Jeff Leesman, associate principal at IMEG Corporation. Mr. Macklin stated three primary reasons why Larson & Darby would be a good fit with RVC as Architect of Record: responsiveness, efficiency, and expertise. Discussion ensued.

OPN Architects: The representatives for OPN Architects are Mr. Wes Reynolds, principal; Brett Rottinghaus, project architect; and Ms. Malorie Hepner, project architect. Mr. Reynolds introduced the team that will be working with RVC if hired and explained that OPN Architects has over 100 individuals working nationally for OPN. Mr. Reynolds expressed how OPN Architects would be an excellent fit for RVC and what OPN standards are for their clients. Discussion ensued.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia

1. Enrollment Update

Ms. Heather Snider, vice president of institutional effectiveness & communications, presented the fiscal year 2022 enrollment update. Ms. Snider stated RVC had exceeded the Summer I enrollment for fiscal year 2022, and RVC is at 97% of the budget for the annual enrollment. Discussion ensued.

2. Commencement Update

Dr. Patrick Peyer presented the commencement update. Dr. Peyer stated that RVC would host commencement ceremonies on Friday, May 13, 2022, in the Physical Education Center (PEC). There will be two ceremonies, one at 2:00 p.m. and one at 6:00 p.m. Approximately 556 graduates will be participating. The 2:00 p.m. ceremony will feature around 220 students who have earned degrees in Associate of Applied Science, Associate of Engineering Science, and Associate of Science. The 6:00 p.m. ceremony will feature about 328 students who have earned an Associate of Arts degree. Dr. Peyer stated that each student will be issued four tickets for family to attend. Trustee Trojan wanted to know why there were two ceremonies. Dr. Peyer responded that two ceremonies would allow for “elbow room,” being mindful we are just coming out of the COVID pandemic. Cap and gown pickup will be Thursday, April 21, 2022, between 9:00 a.m. and 6:00 p.m.

3. General Educational Development (GED) Update

Dr. Amanda Smith, vice president of liberal arts and adult education, discussed the GED update. Dr. Smith stated that the GED graduation would take place on Thursday, May 12, 2022, at 6:00 p.m. in the PEC. Trustee Kearney inquired how many students were graduating. Dr. Smith stated 70 to 80 students will graduate with their GEDs, with 40 to 50 participating in the ceremony.

4. Electric (E) Vehicle (EV) Research Report

Ms. Vicki Brust, dean of career technical education, presented information on the E-Vehicle research report. Ms. Brust stated that the Illinois Environmental Protection Agency funds the Illinois Green Economy Network (IGEN) grant project. RVC is a sub-recipient under Joliet Junior College, acting as a fiscal agent for IGEN. Awarded institutions are charged with researching and developing EV service curricula for integration into existing automotive technology programs. The IGEN award to RVC is \$66,800; to date, RVC has spent \$32,600 with a remaining balance of \$34,200. The IGEN team members seek a budget modification to purchase instructional capital equipment. Economic Modeling Specialist International (EMSI) data suggests continued growth in the EV industry. RVC administration, faculty, and staff have visited three EV programs; Heartland Community College in Normal, IL, Ivy Tech Community College in Lafayette, IN, and Sinclair Community College, in Dayton, OH. RVC proposes three additional courses; Hybrid and Electric Vehicle Powertrain, Advanced Vehicle Chassis Systems, and Hybrid and Electric Vehicle Battery Systems. In addition, RVC recommends one hour per week of online lectures and four hours per week of face-to-face lab. Ms. Brust discussed the building and equipment needs required for the EV program and explained the next steps are to seek additional grant funding and pursue renewing the IGEN Grant for another term. Discussion ensued.

Finance Discussion: Board Liaison Trustee Soltow

1. Purchase Reports

Ms. Ellen Olson, vice president of finance, presented the purchase reports.

Purchase Report A – FY 2022 Addendums:

A. Software – (Trust & Agency Fund – Org. Sync., Other Contractual Services)			
1. Verizon Wireless	St. Louis, MO	\$	14,500.00 (1)*

- | | | | |
|--|----------------------|----------------|------------------|
| B. Other Materials – (Other Materials: Big Thunder Blvd., Belvidere) | | | |
| 2. | Meridian | Loves Park, IL | \$ 1,500.00 (2)* |
| C. Rental – (Education Fund – Learning Opportunity Center/Transitional Opportunity & Education/Adult Education Center Office, Rental – Facilities) | | | |
| 3. | Illinois Holler, LLC | Rockford, IL | \$ 6,000.00 (3)* |
| D. Maintenance Software Fees – (Education Fund – IT Administration, Maintenance Services Software Support) | | | |
| 4. | Ellucian | Malvern, PA | \$ 1,100.00 (4)* |

Purchase Report B – FY 2022 COVID-19 Emergency Purchase:

- | | | | |
|---|------------------|--------------|-------------------|
| A. Software – (Higher Education Emergency Relief Fund (HEERF): General Institutional Expense) | | | |
| 1. | Softdocs SC, LLC | Columbia, SC | \$ 21,500.00 (1)* |

Purchase Report C – FY 2022 Purchases:

- | | | | |
|--|---|-------------------|-------------------|
| A. On-Line Communications – (Instructional Software & Administrative Software: General Institutional Software) | | | |
| 1. | Zoom Video Communications, Inc. | San Jose, CA | \$ 26,000.00 (1)* |
| B. SURS 6% Employer Liability – (SURS Penalty Fund General Institutional) | | | |
| 2. | State University Retirement System (SURS) | Champaign, IL | \$ 11,350.76 (2)* |
| C. Equipment – (Capital Service Equipment: General Institutional) | | | |
| 3. | Duplo USA Corporation | Santa Ana, CA | \$ 32,474.00 (3)* |
| | Tompkins Printing Equipment, Co. | Schiller Park, IL | \$ 42,900.00 |
| D. Equipment – (Operations & Maintenance Fund – Grounds Maintenance, Other Capital Outlay) | | | |
| 4. | Burriss Equipment Company | Waukegan, IL | \$ 75,158.00 (4)* |
| E. Advertising – (Print/Copy Commercial Services: Communications) | | | |
| 5. | Meridian | Loves Park, IL | \$ 42,500.00 (5)* |
| F. Contractual Services – (Other Contractual Services: Upward Bound) | | | |
| 6. | AAMPED, Inc. | Allen, TX | \$ 17,500.00 (6)* |
| G. Instructional Equipment – (Capital Instructional Equipment – Automotive) | | | |
| 7. | Automotive Equipment Specialists | Hanover Park, IL | \$ 18,831.91 (7)* |
| H. Contractual Services – (Other Contractual Services: Starlight) | | | |
| 8. | Vertigo | Cortland, IL | \$ 10,900.00 (8)* |
| | ZFX Flying Effects | Louisville, KY | \$ 14,880.00 |
| | Flying by Foy | Las Vegas, NV | \$ 15,550.00 |

2. Cash and Investment

Ms. Olson presented the cash and investment report through March 31, 2022. Total operating cash and investments are \$63,583,011. Total capital funds are \$13,360,996. Since February 28, 2022, the change in capital funds was <\$155,545>. The change in the operating cash and investments since February 28,

2022, was <\$4,054,040>. Ms. Olson stated that the total operating cash and investments funds were 58.46% of the fiscal year 2022 operating budget. There were no questions and no discussion.

3. Fiscal Year 2023 Preliminary Operations Budget (Funds 01 and 02)

Ms. Olson presented the fiscal year 2023 preliminary operations budget (fund 01 and fund 02). Ms. Olson discussed the revenue and expenditure assumptions, operations and maintenance restricted fund (fund 03), and all other funds (funds 04, 05, 06, 10, 11, 12, and 18). Ms. Olson explained the next steps will be to approve the preliminary fiscal year 2023 budget at the May 2022 Board of Trustees meeting. The preliminary fiscal year 2023 budget will be available for public inspection on May 25, 2022, for 30 days in the Financial Services office. A Public Hearing will be held during the June 2022 Board of Trustees meeting, along with the adoption of the final fiscal year 2023 budget. Discussion ensued.

Operations Discussion: Board Liaison Trustee Kearney

1. Personnel Report

Mr. Jim Handley, vice president of human resources, presented the personnel report for April 2022. There is one placeholder for the director of institutional research and one appointment for the director of human resources. There are six departures. Discussion ensued.

2. Resolution Honoring the Retirement of Rock Valley College Employees

Mr. Handley presented the resolution honoring the retirement of RVC employees. Mr. Handley stated that there are 15 retirees for fiscal year 2022. On April 19, 2022, a celebration will be held from 3:00 p.m. to 5:00 p.m. in the Student Center Atrium. Discussion ensued.

3. 2022 Summer Flex Days

Mr. Handley explained that Board Report #7793 was approved on March 23, 2021, by the Board of Trustees to offer five summer flex days in 2021 for full-time Educational Support Personnel (ESP), Support Staff Association (SSA), Professional Staff Association (PSA), and Administrative Staff. For 2022, it is again recommended that the Board of Trustees approve five (eight-hour) summer flex days for full-time ESP, SSA, PSA, and Administrative staff for use between May 16, 2022, and August 5, 2022.

4. Donation Report

Mr. Handley stated that Mr. Dennis Anthony representing the Association of Illinois Soil and Water Conservation Districts/Winnebago County Soil and Water Conservation District (SWCD), has offered to donate and deliver to Rock Valley College 25 three-gallon potted oak trees with a total estimated value of \$500 to be planted by Illinois 4-H. The trees were delivered and planted on April 3, 2022.

5. Barnes and Noble Contract Update

Mr. Rick Jenks, vice president of operations, provided an update on the Barnes and Noble contract. A committee comprised of Dr. Kym Blanchard, Dr. Amanda Smith, Dr. Patrick Peyer, Ms. Ellen Olson, and Mr. Jenks was formed to begin reviewing the contract. Mr. Jenks stated that the committee determined several potential areas where RVC may have some new and innovative ways to secure a bookstore that may be less expensive for students. For example, RVC could have an online bookstore, an RVC-owned and operated bookstore with open educational resource (OER) materials. RVC could have a sub-contracted agreement like the current one but model it with some of the above-mentioned online resources. The committee recommends utilizing the existing contract and taking advantage of the one-year extension. This way, RVC can create a larger committee that would include Faculty, Accounts Receivable, Student Services, Financial Aid, and other Administration to explore the options. Discussion ensued.

6. Virtual Desktop Initiative (VDI) Update

Mr. Jenks presented the virtual desktop initiative (VDI) update. Mr. Jenks stated that in 2019, the RVC Board approved the purchase and setup of the AWS/Synchronet VDI solutions for \$120,000 and had estimated the annual cost to be \$200,000. The only area currently utilizing the AWS platform is the Engineering Department for programs like Auto Cad and MatLab. RVC also uses the Office 365 platform to access programs like Word, Excel, Outlook, Share Point, with one-Terabit drive storage for all users. Azure, a part of Microsoft, is also currently utilized by RVC. The Azure platform is part of Microsoft's educational discounts for Higher Education. The IT department has researched building out a VDI solution using Azure (Microsoft) or AWS (Amazon Web Services). Now would be a good time to consolidate software as RVC rolls out new hardware. Under the Microsoft Educational VDI solution, RVC would need to pay only for storage usage and could update all student access on campus to a VDI solution. Microsoft will assist with VDI setup at no additional cost, and the Microsoft VDI solution may save RVC approximately \$400 a month. Mr. Jenks explained the timeline and what additional equipment was needed to switch from the AWS platform to the Azure platform. Discussion ensued.

7. Tech Bus Update

Mr. Cornell Bondurant, dean of non-credit programs, discussed the Tech Bus update. Mr. Bondurant reviewed the scheduled engagements that took place in fall of 2021. Mr. Bondurant stated that the bus is mobile and operational from April through December. In addition, in December 2021, the bus received its annual maintenance. Trustee Trojan inquired if Mr. Bondurant had events in Boone County. Mr. Bondurant stated some events had taken place in Boone County at the Belvidere YMCA. Discussion ensued.

8. RVC Events Calendar

Mr. Handley presented the RVC on-campus events calendar. Discussion ensued.

9. RVC Athletics Update

Dr. Patrick Peyer presented the RVC Athletics update, including the RVC Softball, RVC Baseball, and RVC Golf teams. Dr. Peyer announced that the 23rd Annual Rising Stars All-Star Basketball Classic would be held at the RVC Physical Education Center (PEC) on April 16, 2022. On April 8, 2022, Misty Opat, Craig Doty, and former student-athletes, LT Davis, Vivi Marquez, and Natalie Olsen, were inducted into the 2022 Hall of Fame class for athletics.

10. Advanced Technology Center (ATC) Update

ATC Cost Summary: Ms. Olson presented the ATC cost summary. There were no additional change orders at this time. Invoices are being paid as they are received, and one more draw from Stenstrom Construction is expected. Ms. Olson stated the \$800,000 remaining in the budget would not change that much.

ATC Punch List: Mr. Jenks discussed the punch list for the ATC. RVC is still awaiting arrival of four machines; the interior garage door should be installed in June, and there are minor items that Stenstrom Construction will repair while on-site for the garage door installation. Discussion ensued.

New Business / Unfinished Business

New Business: Dr. Spearman stated that AAR will be donating a 50-passenger Bombardier CRJ200 aircraft to the College. AAR has sent over a grant donation agreement to be signed. Dr. Spearman said he anticipates the aircraft to be delivered to RVC soon.

Unfinished Business: There is no unfinished business.

Adjourn to Closed Session

At 8:33 p.m., a motion was made by Trustee Trojan, seconded by Trustee Kearney, to adjourn to closed session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees specific individuals who serve as independent contractors in a park, recreational, or educational setting in accordance with Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 8:57 p.m., a motion was made by Trustee Funderburg, seconded by Trustee Nelson, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Next Regular Board of Trustees Meeting

The next Regular and Reorganization Board of Trustees meeting will be held on April 26, 2022, at 5:15 p.m. remotely via teleconference.

Next Committee of the Whole Meeting

The next Committee of the Whole meeting will be held on May 10, 2022, at 5:15 p.m. virtually via teleconference or in-person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus, when Illinois statute permits.

Adjourn

At 9:00 p.m., a motion was made by Trustee Kearney, seconded by Trustee Funderburg, to adjourn the meeting. The motion was approved by a unanimous roll call vote.

Submitted by: Tracy L. Luethje

Robert Trojan, Secretary

Jarid Funderburg, Chairperson

Illinois Community College District #511
Rock Valley College
3301 North Mulford Road, Rockford, IL 61114
April 26, 2022
5:15 p.m.

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FINAL MEETING OF PRESENT BOARD

MINUTES

Call to Order

The final meeting of the present Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened remotely via teleconference on Tuesday, April 26, 2022 at 5:16 p.m. The meeting was called to order by Board Chair Jarid Funderburg.

Roll Call

The following members of the Board were present at roll call:

Mr. Jarid Funderburg	Mr. Bob Trojan
Mr. John Nelson	Mr. Paul Gorski
Ms. Lynn Kearney	Ms. Gloria Cudia
Ms. Crystal Soltow arrived at 5:17 p.m.	Student Trustee Evelyn Molina

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President Liberal Arts and Adult Education/Chief Academic Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz; Assistant to the President; Ms. Kris Fuchs; Assistant to the

President; Attorney Matthew Gardner, Robbins Schwartz; Attorney Joseph Perkoski, Robbins Schwartz. Guests: Associate Professor John Skupien and Student Trustee-Elect Mr. Ryan Russell.

Communications and Petitions (Public Comment)

Board Chair Funderburg announced that there were no public comments.

Recognition of Visitors

1. Student Trustee 2022-2023 – Ryan Russell

Dr. Patrick Peyer introduced Mr. Ryan Russell as the newly elected student trustee for 2022-2023. Mr. Russell is a graduate of Byron High School, served in the U.S. Air Force and the Illinois National Guard, and is a member of the RVC Veteran's Club. He will be sworn in as the student trustee at the May 24 regular board meeting.

2. Faculty of the Year – Associate Professor John Skupien

Dr. Amanda Smith introduced Associate Professor John Skupien, recently named 2022 Faculty of the Year. Professor Skupien is an alumnus of the RVC automotive program, has worked in the industry over 19 years, and is very valued by staff and students alike. Trustees added their congratulations and thanked Mr. Skupien for the great work he has done at RVC.

Approval of Minutes

A motion was made by Trustee Kearney, seconded by Trustee Trojan, to approve the minutes of the March 8, 2022 Committee of the Whole Meeting and the March 22, 2022 Regular Board Meeting.

There was no discussion. The motion was approved by unanimous roll call vote.

Adjourn to Closed Session

At 5:23 p.m., a motion was made by Trustee Trojan, seconded by Trustee Kearney, to adjourn to closed session to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.

The motion was approved by unanimous roll call vote.

Reconvene Open Meeting

At 6:06 p.m., a motion was made by Trustee Kearney, seconded by Trustee Trojan, to adjourn the closed session and return to open session. The motion was approved by unanimous roll call vote. No action was taken as a result of closed session.

Action Items

1. BR 7914 – Claims Sheet

The Board Report reads in part: It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register from March 1, 2022 to March 31, 2022. The total is \$2,933,620.84.

A motion was made by Trustee Trojan, seconded by Trustee Nelson, to approve Board Report 7914. There was no discussion. The motion was approved by unanimous roll call vote.

2.A. BR 7915-A – Purchase Report-A – FY22 Addendums

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7915-A.

\$ 14,500.00	A.	Verizon Wireless, St. Louis, MO
\$ 1,500.00	B.	Meridian, Loves Park, IL
\$ 6,000.00	C.	Illinois Holler LLC, Rockford, IL
\$ 1,100.00	D.	Ellucian, Malvern, PA

Trustee Cudia, made a motion, seconded by Trustee Nelson, to approve Board Report 7915-A. There was no discussion. The motion was approved by unanimous roll call vote.

2.B. BR 7915-B – Purchase Report-B – FY22 COVID-19 Emergency Purchase

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7797-B, Purchase Report #761-B.

\$ 21,500.00	A.	Soft Docs SC, LLC, Columbia, SC
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Trustee Nelson, made a motion, seconded by Student Trustee Molina, to approve Board Report 7915-B. There was no discussion. The motion was approved by unanimous roll call vote.

2.C. BR 7915-C – Purchase Report-C – FY22 Purchases

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7915-C.

\$ 26,000.00	A.	Zoom Video Communications, Inc., San Jose, CA
\$ 11,350.76	B.	State University Retirement System (SURS), Champaign, IL
\$ 32,474.00	C.	Duplo USA Corporation, Santa Ana, CA
\$ 75,158.00	D.	Burriss Equipment Company, Waukegan, IL
\$ 42,500.00	E.	Meridian, Loves Park, IL
\$ 17,500.00	F.	AAMPED Inc., Allen, Texas
\$ 18,831.91	G.	Automotive Equipment Specialists, Hanover Park, IL

§ 10,900.00 H. Vertigo, Cortland, IL

Student Trustee Molina made a motion, seconded by Trustee Kearney, to approve Board Report 7915-C. There was no discussion. The motion was approved by unanimous roll call vote.

3. BR 7916 – 2022 Summer Flex Days--Fulltime ESP, SSA, PSA and Administrative Staff

The Board Report reads in part: It is recommended that the Board of Trustees approve five (eight-hour) summer flex days for fulltime Educational Support Personnel (ESP), Support Staff Association (SSA), Professional Staff Association (PCA) and Administration.

Trustee Nelson made a motion, seconded by Trustee Cudia to approve Board Report 7916. There was no discussion. The motion was approved by unanimous roll call vote.

4. BR 7917 – Personnel Report

The Board Report reads in part: It is recommended that the Board of Trustees approve the personnel actions listed on the report.

A motion was made by Trustee Kearney, seconded by Student Trustee Molina, to approve Board Report 7917.

Trustee Nelson commented that he will vote no as he does not think that Rodger Hergert should retire.

The motion was approved by majority roll call vote. Trustees Cudia, Gorski, Kearney, Soltow, Trojan, and Funderburg voted yes. Trustee Nelson voted no “with tongue-in-cheek.” Student Trustee Molina voted yes (advisory)

5. BR 7918 – Resolution Honoring the Retirement of Rock Valley College Employees

The Board Report reads in part: It is recommended that the Board of Trustees approve the Retirement Resolution honoring 2021-2022 Rock Valley College retirees.

A motion was made by Trustee Nelson, seconded by Trustee Trojan, to approve Board Report 7918. There was no discussion. The motion was approved by unanimous roll call vote.

6. BR 7919 – Donation Report – Tree Donation

The Board Report reads in part: It is recommended that the Board of Trustees accept and acknowledge the donation of 25, three-gallon, potted oak trees by the Association of Illinois SWCD/Winnebag County. The value of this donation is Five Hundred and 00/100- Dollars.

A motion was made by Trustee Nelson, seconded by Student Trustee Molina, to approve Board Report 7919. There was no discussion. The motion was approved by unanimous roll call vote.

7. BR 7920 – Memorandum of Agreement with Illinois Fraternal Order of Police

The Board Report reads in part: It is recommended that the Board of Trustees approve the Memorandum of Agreement with the Illinois Fraternal Order of Police to update Section 16.1 of the Collective Bargaining Agreement to give the Rock Valley College police department the ability to attract qualified applicants.

A motion was made by Trustee Nelson, seconded by Trustee Kearney, to approve Board Report 7920.

Trustee Nelson commented that this is a very important agreement, as he believes that RVC needs its own police department and hopes the agreement will encourage current officers to stay and/or add new members.

Trustee Cudia commented that this agreement is a message to the police officers that trustees appreciate their work and “have their back.”

The motion was approved by unanimous roll call vote.

8. BR 7921 – Approve Donation of Aircraft from AAR

The Board Report reads in part: It is recommended that the Board of Trustees accept the donation from AAR of a used Bombardier Inc. model CL-600-2B19 aircraft, including all technical manuals, documents, and records in AAR’s possession.

A motion was made by Trustee Kearney, seconded by Student Trustee Molina, to approve Board Report 7921.

President Spearman commented that the College is waiting for confirmation of when the plane will be flown to Rockford. He is expecting a press release soon with a press conference to be held in June. President Spearman congratulated Dean Vicki Brust and her team who have been working diligently to get this aircraft donation completed.

Trustees Kearney and Nelson commented that our partnership with AAR has been very smooth, and they have been wonderful partners.

The motion was approved by unanimous roll call vote.

OTHER BUSINESS

1. New Business

- a. Save the Date: May 12, 2022 – GED Graduation, 6:00 p.m., PEC
- b. Save the Date: May 13, 2022 – Commencement, 2:00 p.m. and 6:00 p.m., PEC
Dr. Spearman asked trustees to inform Ann Kerwitz which ceremonies they plan to attend.
- c. Board Report 7915-D – Purchase Report – Emergency FY22 Purchase

President Spearman explained that an emergency purchase has been made for two water heaters for the Physical Education Center. The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7915-D.

§ 28,314.00 A. Helm Service, Freeport, IL

Trustee Nelson, made a motion, seconded by Trustee Kearney, to approve Board Report 7915-D for the emergency purchase of two water heaters for the PEC.

Chief Operations Officer Rick Jenks explained the reason for the emergency request is that the two water heaters in the Physical Education Center (PEC) are about 14 years old, are no longer working and cannot be repaired. In addition, the softball and baseball teams are in full season and need to be able to shower after practices and competitive games. Because the situation was just discovered one day ago and did not allow for 48 hours' notice to the public, Attorney Matthew Gardner recommended that this emergency approval be ratified at the May 24 regular meeting.

The motion was approved by unanimous roll call vote.

2. Unfinished Business

There was no unfinished business.

Updates/Reports

1. President's Update

RVC President Dr. Howard Spearman provided the following report:

- He and the Cabinet hosted a virtual Town Hall called "Chat with the Cabinet" on April 7. Although it was not well attended, the ongoing goal is to find creative ways to engage students.
- Vice President Jim Handley and his HR team coordinated the Retirement Celebration, followed the next day by an Alumni and Retirement breakfast coordinated by Brittany Freiberg and her RVC Foundation team. Both events were well attended.
- RVC has submitted nominations for several ICCTA Awards. Winners will be announced at the ICCTA Awards Banquet to be held in Chicago on June 10.
- Professor Stephanie Wascher, CIS course instructor, is also the Illinois representative for Cybersecurity Education, and is hosting the Illinois Cybersecurity Education Summit at RVC on Thursday, April 28. The event will bring together Illinois stakeholders from K-12 and higher education to discuss cybersecurity pathways of study.
- Congratulations again to Professor John Skupien who has been named the Faculty of the Year for 2022.
- Welcome to Dr. Hansen Stewart, vice president of industry partnerships and community engagement, who started at RVC this week. Dr. Stewart's primary office will be at the Advanced Technology Center.

2. Leadership Team Updates.

- Chief Operations Officer Rick Jenks announced that work on the front steps of the ERC has begun. Two more machines arrived at the ATC last week, with two remaining to be delivered. Springs for the garage door are expected to arrive in June.
- Vice President Keith Barnes announced that the DEI Awards ceremony will be held April 29 from 11:00-1:00 in the Student Center Atrium. In addition, the College has been named a finalist for the 2022 Equity & Diversity Award presented by ICCTA.

- Vice President Heather Snider provided an enrollment update, noting that Summer I begins May 16. We are 97% to budget for FY22.; 75% to budget for summer II; and fall enrollment is 44% to budget.
- Dr. Patrick Peyer reviewed upcoming college events: Student Life Awards Banquet-May 3; Sankofa Completion Ceremony-May 6; LatinX-May11; TRiO graduation-May 19 and RAISE graduation on May 20.
- Dr. Amanda Smith noted that the David H. Caskey Memorial Lecture presented virtually on April 7 had over 100 attendees. She thanked Dr. Julie Hernandez for coordinating the event. The next First Tuesday Lecture series returns in May featuring Dr. Timothy Hatten. Trustees are invited to attend the upcoming pinning ceremonies: Respiratory Care-May 11; Nursing and Dental Hygiene on May 12. All will be in person in the Atrium.
 - In response to a comment by Trustee Trojan, Dr. Smith confirmed that due to the staggered completion times, there is not a formal CNA ceremony.
 - Trustee Cudia added that she would like to have a list of graduation events.
- Vice President Jim Handley commented that everyone was pleased with the successful in-person retirement celebration held April 19. In addition, the spring professional development day held April 14 offered great opportunities for all staff.

3. Trustee Comments

- Board Chair Funderburg reminded trustees that the Statement of Economic Interest is due to Winnebago County May 1.
- Trustee Nelson commented that he has been interested lately in a board that sets policy rather than micromanages.
- Trustee Soltow commented that following the ATC ribbon cutting, she heard great things about the event, but also received complaints that some people were not invited such as some from the Chamber of Commerce and Belvidere Park District. She hopes it was a misunderstanding.
- Trustee Trojan commented that the ATC ribbon cutting was well attended and received good media coverage. He added that an announcement was made at the event that the RVC Foundation's fundraising goal of \$1 million had been reached. Mr. Trojan suggested that the College may want to host a special event at the ATC to include all elected officials and organizations. He also noted that it is important to keep track of students attending the ATC and that the proposed E-vehicle training must be at the ATC.
- Trustee Cudia commented that she was approached by the Belvidere Hispanic community to help bring folks together to communicate, bring cultures together and suggested a meeting be held at the ATC. Cudia added that she submitted her Statement of Economic Interest to Winnebago County today. Cudia added that this is Administrative Assistants Week and thanked RVC staff for their service.
- Trustee Kearney commented that she was sorry to have missed the ATC ribbon cutting, but she will attend the GED graduation, the Nursing pinning and one or both of the Commencement ceremonies.
- Board Chair Funderburg commented that he was sorry to hear that some people felt left out of the ATC ribbon cutting event. He likes the idea of holding a board meeting at the ATC and possibly coordinating that with an open house event. He concluded by thanking everyone who helped plan and orchestrate the very successful ribbon cutting.

4. ICCTA Report

Trustee Nelson reported that he will be attending the ICCTA conference to be held Friday, April 29, 2022 in Springfield. At the last ICCTA meeting held March 11-12, the two most discussed issues were the importance of E-vehicles and improving enrollment. The seminar was about taxation and back door referendums. He will not be able to attend the June 10 awards in Chicago but hopes others can attend.

In response to a question from Trustee Trojan regarding the proposed legislation to create trustee districts, Nelson explained that ICCTA is aware of the situation, as is the president of the Illinois Senate. Trustee Nelson added that he will bring that up at the April 29 ICCTA meeting.

5. Student Trustee Report

Student Trustee Molina read her report highlighting her experience at the Student Government Association (SGA) trip to Orlando, Florida to attend a conference helping schools improve and collaborate with other SGAs from around the country. She also noted that RVC's Phi Theta Kappa chapter was recently honored at an international convention in Denver., CO, where they won a Distinguished College Project Award and were recognized as one of the Top 100 chapters in the world. The Arbor Day tree planting was held April 25, rescheduled from April 22 due to rain and lightning.

Trustees commented how much they've enjoyed working with Ms. Molina and congratulated her on her plans to attend Northwestern University.

6. RVC Foundation Liaison Report

Trustee Trojan provided an update on RVC Foundation activities, including hosting a retiree and alumni breakfast on April 20. Future events include another event to be held in July and another in October. Rachel St. John, the Foundation's new director of development and alumni relations, will be busy contacting the 35,000 alumni in the area and the 55,000 nationwide. Additionally, the Foundation expects to award \$400,000 in scholarships this year, and the annual appeal letter will be mailed in May to approximately 6,000 recipients. RVC trustees are also being asked to donate.

7. Freedom of Information Act (FOIA) Report

The Freedom of Information Act report was accepted as presented.

Adjourn Final Meeting of Present Board

At 7:03 p.m., a motion was made by Trustee Trojan, seconded by Trustee Cudia, to adjourn the final meeting of the present board. The motion was approved by unanimous roll call vote.

Trustees took a short break before beginning the Reorganization Meeting.

ROCK VALLEY COLLEGE BOARD OF TRUSTEES
REORGANIZATION MEETING

Immediately Following the Final Meeting of Present Board
April 26, 2022

MINUTES

Call to Order by Chairperson of Retiring Board

The Reorganization meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via Zoom remote video conference on Tuesday, April 26, 2022 at 7:08 p.m. The meeting was called to order by Board Chair Jarid Funderburg.

Roll Call by Secretary of the Retiring Board

The following members of the Board were present at roll call:

Mr. Jarid Funderburg
Mr. John Nelson
Ms. Lynn Kearney
Ms. Crystal Soltow

Mr. Bob Trojan
Mr. Paul Gorski
Ms. Gloria Cudia
Student Trustee Evelyn Molina

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President Liberal Arts and Adult Education/Chief Academic Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz, Assistant to the President; Ms. Kris Fuchs, Assistant to the President; Attorney Matthew Gardner, Robbins Schwartz; Attorney Joseph Perkoski, Robbins Schwartz.

Recognition of Visitors

There were no visitors to be recognized.

Adoption of Policies of the Board

Trustee Gorski made a motion, seconded by Trustee Cudia, to adopt the Policies of the Board of Trustees dated April 8, 2014 and individually updated as necessary as part of the Board Policy Manual.

There was no discussion. The motion was approved by majority roll call vote. Trustees Cudia, Gorski, Kearney, Soltow, Trojan and Funderburg voted yes. Trustee Nelson voted no. Student Trustee Molina voted yes (advisory).

Certification of Audit and Board Minutes and Policies by Secretary

Board Secretary Bob Trojan certified that the audit and minutes and policies of the Board of Trustees are true and are kept in conformity with the Board of Trustees Bylaws.

Adjournment of Retiring Board, *sine die*

A motion was made by Trustee Trojan, seconded by Trustee Cudia, to adjourn the meeting of the Retiring Board, sine die. The motion was approved by unanimous roll call vote.

Convening of New Board by Ranking Hold-over Officer from Retiring Board Who Shall Serve as Temporary Chairperson

As the ranking hold-over officer from the retiring board, Board Chair Jarid Funderburg, serving as Temporary Chairperson, convened the new Board of Trustees and asked Board Secretary Trojan to call the roll.

Roll Call

The following members of the Board were present at roll call:

Mr. Jarid Funderburg	Mr. Bob Trojan
Mr. John Nelson	Mr. Paul Gorski
Ms. Lynn Kearney	Ms. Gloria Cudia
Ms. Crystal Soltow	Student Trustee Evelyn Molina

Election of Chairperson of the Board Election of Vice Chairperson of the Board Election of Secretary of the Board

Temporary Chairperson Funderburg called for nominations for the position of Board Chair.

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to nominate the slate of officers as follows: Jarid Funderburg as Board Chairperson, Gloria Cudia as Vice Chairperson and Bob Trojan as Secretary. There were no other nominations, nor any discussion. The motion was approved by unanimous roll call vote.

Appointment of Treasurer

A motion was made by Trustee Kearney, seconded by Trustee Nelson, to approve the appointment of Ms. Ellen Olson, vice president of finance/chief financial officer, as College Treasurer. There was no discussion. The motion was approved by unanimous roll call vote.

Appointment of Attorney

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve the appointment of Mr. Joseph Perkoski of Robbins Schwartz as College Attorney. There was no discussion. The motion was approved by unanimous roll call vote.

Appointment of Bank Depository(s)

A motion was made by Trustee Gorski, seconded by Board Chair Funderburg, to approve the appointment of Illinois Bank & Trust as the College's primary bank depository. There was no discussion. The motion was approved by unanimous roll call vote.

Appointment of Auditor(s)

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve the appointment of Sikich, LLP as the College's auditing firm. There was no discussion. The motion was approved by unanimous roll call vote.

Appointment of Board of Trustees Liaison to RVC Foundation

Board Chair Funderburg appointed Trustee Trojan to continue as representative to the RVC Foundation.

Appointment of Board of Trustees Liaison to ICCTA

Board Chair Funderburg appointed Trustee Nelson to continue as representative to the Illinois Community College Trustees Association (ICCTA).

Appointment of Representative of Finance Topics at Committee of the Whole

Board Chair Funderburg appointed Trustee Trojan as representative of Finance topics at the Committee of the Whole meetings.

Appointment of Representative of Operations Topics at Committee of the Whole

Board Chair Funderburg appointed Trustee Kearney to continue as representative of Operations topics at the Committee of the Whole meetings.

Appointment of Representative of Teaching, Learning and Communications Topics at Committee of the Whole

Board Chair Funderburg appointed Trustee Cudia to continue as representative of Teaching, Learning and Communications topics at the Committee of the Whole meetings.

Appointment of Representative of Board Policies Topics at Committee of the Whole

Board Chair Funderburg appointed Trustee Kearney as representative of Board Policies topics at the Committee of the Whole meetings.

Appointment of Representative of Special Projects Topics at Committee of the Whole

Board Chair Funderburg announced that he will serve as representative of Special Projects topics at Committee of the Whole meetings. Trustee Kearney questioned if the Board chair could serve in charge of a committee. Attorney Joseph Perkoski commented that the Board chair is the

liaison to all Board committees, and although he believed that has been past practice, it is not a legal problem.

Trustee Nelson added that he understands the chairman is automatically a member of all committees. He added that he did not hear Trustee Gorski's name mentioned and feels that he should be part of this committee. Board Chair Funderburg apologized for his distraction and appointed Trustee Gorski to the Special Projects Committee. Trustee Gorski commented that he already participates on the Higher Learning Commission Steering Committee.

Funderburg added that Trustee Soltow will work with Trustee Trojan on Finance topics.

Setting the Schedule of Regular Meetings for the Next Calendar Year

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to approve the meeting schedule for the 2022-2023 fiscal year. There was no discussion, and the motion was approved by unanimous roll call vote.

Trustee Gorski noted that if the Board does hold a meeting at the ATC, proper public notice needs to be given if there is a change of date or location. Trustee Trojan added that it would be a good idea to have a Board meeting at ATC in conjunction with Belvidere organizations.

Adjourn

At 7:24 p.m., a motion was made by Trustee Gorski, seconded by Trustee Cudia to adjourn the Reorganization meeting. The motion was approved by unanimous roll call vote.

**Illinois Community College District #511
Rock Valley College
3301 North Mulford Road
Rockford, IL 61114**

**REGULAR BOARD MEETING
Immediately Following the Reorganization Meeting
April 26, 2022**

MINUTES

Call to Order

The regular meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via Zoom remote video conference Tuesday, April 26, 2022 at 7:24 p.m. The meeting was called to order by newly elected Board Chair Jarid Funderburg.

Roll Call

The following members of the Board were present at roll call:

Mr. Jarid Funderburg
Ms. Lynn Kearney
Ms. Gloria Cudia
Mr. John Nelson

Mr. Bob Trojan
Mr. Paul Gorski
Ms. Crystal Soltow
Student Trustee Evelyn Molina

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President Liberal Arts and Adult Education/Chief Academic Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz; Assistant to the President; Ms. Kris Fuchs; Assistant to the President; Attorney Matthew Gardner, Robbins Schwartz; Attorney Joseph Perkoski, Robbins Schwartz.

Communications and Petitions (Public Comment)

There were no communications or petitions.

Recognition of Visitors

There were no visitors to be recognized.

Adjourn to Closed Session

A closed session was not held.

Trustee Comments

- Trustee Gorski commented that he is looking forward to next year.
- Trustee Kearney commented that she is open to assistance to reviewing Board policies. She would like to have a systematic review of the policies and invited attorney support, to which Attorney Joseph Perkoski agreed. President Spearman added that Vice President Jim Handley works closely with the Robbins Schwartz attorneys in relation to the Board policies. Trustee Nelson added that he is happy to help, if needed.

Other Business

1. New Business

Save the dates for May 12 (GED Graduation) and May 13 (Commencement)

2. Unfinished Business

There was no unfinished business presented to the Board.

Next Meeting

Date of Next Committee of the Whole Meeting: May 10, 2022, 5:15 p.m.; Remote meeting to be held via teleconference or in person in the Performing Arts Room of the Educational Resource Center depending upon State regulations.

Date of Next Regular Meeting: May 24, 2022, 5:15 p.m., Remote meeting to be held via teleconference or in person in the Performing Arts Room of the Educational Resource Center depending upon State regulations.

Adjournment

There being no further business to come before the Board, at 7:29 p.m., a motion to adjourn was made by Trustee Nelson, seconded by Trustee Cudia. The motion was approved by unanimous roll call vote.

Submitted by Ann Kerwitz

Robert Trojan, Secretary

Jarid Funderburg, Chairperson

Claims Sheet

Recommendation:

It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register for the period from April 1, 2022 to April 30, 2022.

The total is \$1,799,948.34.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-A – FY22 Addendums

Recommendation: Board approval for items marked with an asterisk

A. Instructional – (Vendor Training Alliances: Continuing Education)

Condensed Curriculum Intl. Fairfield NJ \$58,000.00*(1)

1. This increase is due to an extended partnership with Workforce Equity Incentive (WEI) funding and the Integrated Careers and Academics Preparation System (ICAPS) partnership for Medical Billing and Coding, and Dental Assisting. With the increased funding sources and partnerships, Continuing Education has had an increase in enrollments for the spring semester and there are already students waiting for the Medical Billing and Coding class this summer.

Original approved amount	\$55,000.00
Increase requested	\$58,000.00
New total expenditure	\$113,000.00

FY22 Grant Expense
Original Board Report BR #7817 / PR #763D

B. Health Care Insurance – (Insurance – Health Self-Insured: Preferred Provider Organization (PPO) Medical)

Health Care Service Corporation Chicago IL \$525,000.00*(2)

2. This expense is due to the increase in health insurance claims being greater than initially anticipated at the beginning of the fiscal year. The increase was driven by Blue Cross Blue Shield members and families delaying their routine physician visits during COVID and some serious medical conditions.

Original approved amount	\$6,600,000.00
Increase requested	\$525,000.00
New total expenditure	\$7,125,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Purchase Report-A – FY22 Addendums

C. Contractual Services – (Maintenance Service Plant Operations Equipment: Plant Maintenance)

Schumacher Elevator Co. Denver CO **\$7,000.00*(3)**

3. This expense is due to additional repairs above and beyond the college’s service contract. The college has experienced an increase in random service calls for the elevators on campus. At this time it is unclear as to why this has been happening and Plant Operations and Maintenance will be monitoring the situation going forward.

Original approved amount	\$33,000.00
Increase requested	\$7,000.00
New total expenditure	\$40,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

D. Gasoline, Diesel and E85 Fuel – (Operations and Maintenance Fund – Plant Maintenance Vehicle Supplies)

Smith Oil Rockford IL **\$9,300.00*(4)**

4. This expense is due to the increased travel between main campus and the Advanced Technology Center (ATC) during the renovation. It is also due to the increase in gasoline prices since the beginning of the year. Plant Operations and Maintenance (POM) personnel were also traveling several times a day between the Advanced Technology Center (ATC) and the main campus during the initial move in and setup of the Advanced Technology Center (ATC).

Original approved amount	\$40,000.00
Increase requested	\$9,300.00
New total expenditure	\$49,300.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Purchase Report-A – FY22 Addendums

E. Utilities – (Gas: Boiler House/Stenstrom Center/Aviation Center/Bell School Center/Big Thunder Boulevard Belvidere)

NiCor Pecatonica IL \$20,000.00*(5)

5. This request is due to the increase in natural gas prices since the beginning of the year.

Original approved amount	\$81,000.00
Increase requested	\$20,000.00
New total expenditure	\$101,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

F. Educational Supplies: (Books and Binding Costs: Library)

Midwest Library Services Bridgeton MO \$13,000.00*(6)

6. This request is due to the library updating old, outdated books to serve student needs. Faculty require students to use sources that are no more than five (5) to ten (10) years old. The vast majority of the library’s collection is far older than that. Unused funds from other line budgets will be used for this increase and therefore will not increase the library’s overall budget.

Original approved amount	\$26,000.00
Increase requested	\$13,000.00
New total expenditure	\$39,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Purchase Report-A – FY22 Addendums

G. Telephone Service Charges – (Telephone Service Charges: IT Telecommunications)

AT&T Dallas TX

\$7,000.00*(7)

7. In FY21 the college spent \$47,922.00 with AT&T for campus phone service. IT believed, at the time, there might be additional phone savings and setup a FY22 blanket purchase order for \$40,000. These new saving measures were only recently able to be implemented and requires an increase of \$7,000 for FY22 in order to cover the costs. IT has recently returned additional equipment to AT&T in an effort to reduce the costs for FY23.

Original approved amount	\$40,000.00
Increase requested	\$7,000.00
New total expenditure	\$47,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

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Purchase Report-A – FY22 Addendums

Recommendation: Board approval for items marked with an asterisk

A. Instructional – (Vendor Training Alliances: Continuing Education)

Condensed Curriculum Intl. Fairfield NJ \$58,000.00*(1)

1. This increase is due to an extended partnership with Workforce Equity Incentive (WEI) funding and the Integrated Careers and Academics Preparation System (ICAPS) partnership for Medical Billing and Coding, and Dental Assisting. With the increased funding sources and partnerships, Continuing Education has had an increase in enrollments for the spring semester and there are already students waiting for the Medical Billing and Coding class this summer.

Original approved amount \$55,000.00
Increase requested \$58,000.00
New total expenditure \$113,000.00

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FY22 Grant Expense
Original Board Report BR #7817 / PR #763D

B. Health Care Insurance – (Insurance – Health Self-Insured: Preferred Provider Organization (PPO) Medical)

Health Care Service Corporation Chicago IL \$525,000.00*(2)

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2. This expense is due to the increase in health insurance claims being greater than initially anticipated at the beginning of the fiscal year. The increase was driven by Blue Cross Blue Shield members and families delaying their routine physician visits during COVID and some serious medical conditions.

Original approved amount \$6,600,000.00
Increase requested \$525,000.00
New total expenditure \$7,125,000.00

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FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Purchase Report-A – FY22 Addendums

C. Contractual Services – (Maintenance Service Plant Operations Equipment: Plant Maintenance)

Schumacher Elevator Co. Denver CO \$7,000.00*(3)

3. This expense is due to additional repairs above and beyond the college’s service contract. The college has experienced an increase in random service calls for the elevators on campus. At this time it is unclear as to why this has been happening and Plant Operations and Maintenance will be monitoring the situation going forward.

Original approved amount	\$33,000.00
Increase requested	\$7,000.00
New total expenditure	\$40,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

D. Gasoline, Diesel and E85 Fuel – (Operations and Maintenance Fund – Plant Maintenance Vehicle Supplies)

Smith Oil Rockford IL \$9,300.00*(4)

4. This expense is due to the increased travel between main campus and the Advanced Technology Center (ATC) during the renovation. It is also due to the increase in gasoline prices since the beginning of the year. Plant Operations and Maintenance (POM) personnel were also traveling several times a day between the Advanced Technology Center (ATC) and main campus during the initial move in and setup of the Advanced Technology Center (ATC).

Original approved amount	\$40,000.00
Increase requested	\$9,300.00
New total expenditure	\$49,300.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

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Purchase Report-A – FY22 Addendums

E. Utilities – (Gas: Boiler House/Stenstrom Center/Aviation Center/Bell School Center/Big Thunder Boulevard Belvidere)

NiCor Pecatonica IL

\$20,000.00*(5)

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5. This request is due to the increase in natural gas prices since the beginning of the year.

Original approved amount	\$ 81,000.00
Increase requested	\$ <u>20,000.00</u>
New total expenditure	\$ <u>101,000.00</u>

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FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

F. Educational Supplies: (Books and Binding Costs: Library)

Midwest Library Services Bridgeton MO

\$13,000.00*(6)

6. This request is due to the library updating old, outdated books to serve student needs. Faculty require students to use sources that are no more than five (5) to ten (10) years old. The vast majority of the library’s collection is far older than that. Unused funds from other line budgets will be used for this increase and therefore will not increase the library’s overall budget.

Original approved amount	\$26,000.00
Increase requested	\$13,000.00
New total expenditure	\$39,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Purchase Report-A – FY22 Addendums

G. Telephone Service Charges – (Telephone Service Charges: IT Telecommunications)

AT&T Dallas TX **\$7,000.00*(7)**

7. In FY21 the college spent \$47,922.00 with AT&T for campus phone service. IT believed, at the time, there might be additional phone savings and setup a FY22 blanket purchase order for \$40,000. These new saving measures were only recently able to be implemented and requires an increase of \$7,000 for FY22 in order to cover the costs. IT has recently returned additional equipment to AT&T in an effort to reduce the costs for FY23.

Original approved amount	\$40,000.00
Increase requested	\$7,000.00
New total expenditure	\$47,000.00

FY22 Budgeted Expense
Original Board Report BR #7817 / PR #763D

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-B – FY22 Purchases

Recommendation: Board approval for items marked with an asterisk

A. Furniture – (Office Equipment/Furniture: SC Furniture)

Krueger International (KI) Green Bay WI	\$18,600.00*(1)
Atmosphere Madison WI	\$26,728.80

1. This purchase is to replace 20-year-old furniture that is heavily worn, wobbly and difficult to move. Two rooms in the Student Center are being repurposed for Admissions and Recruitment events, Student Life and other related student engagement activities. The rooms have recently been painted and enhanced with the HyFlex meeting space (Zoom Rooms) information technology. The new furniture will not only give an updated look to the rooms, but will help to improve the functionality. This vendor is an awarded vendor of the Illinois Procurement Education Consortium (IPHEC)

FY22 Budgeted Expense

B. Exercise and Fitness Equipment – (Capital Athletic Equipment: Equipment Replacement)

Midwest Commercial Fitness Aurora IL	\$19,500.00*(2)
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2. This purchase is to replace three (3) treadmills purchased in 2009 for the Fitness Lab located in the Physical Education Center (PEC). These machines have exceeded their anticipated lifespan of 10 years. This vendor is the only authorized vertical fitness dealer and sole source for Cybex commercial equipment products and supplies. When the Fitness Lab was renovated in 2009, Cybex was selected to be the manufacturer for all the equipment purchased based on their serviceability, maintenance and warranty coverage.

FY22 Capital Expense

C. Equipment – (Theatre Stage Materials: IL Arts General Operations; Maintenance Services-Other: Starlight Theatre)

Full Compass Systems Madison WI	\$20,890.00*(3)
Sound Concepts Rockford IL	\$20,920.00
Upstaging Inc. Sycamore IL	\$21890.00

3. This purchase is to replace the roughly twenty-eight (28) LED fixtures at the Starlight Theatre that are worn out, no longer serviceable and replacement bulbs are no longer being manufactured for them.

FY22 Grant Expense

Purchase Report-B – FY22 Purchases**D. Refund – (Grantor Refund of Unused Grant: Illinois Cooperative Work Study)****Illinois Board of Higher Education Springfield IL \$10,839.90*(4)**

4. This expense is for the return of Grant Year 2021 unused grant funds of the Illinois Cooperative Work Study (ICWS) to the Grantor.

FY22 Grant Expense

E. Refund – (Grantor Refund of Unused Grant: Workforce Equity Initiative)**Illinois Community College Board Springfield IL \$139,035.44*(5)**

5. This expense is the return of grant funds of the Workforce Equity Initiative 21 (WEI-21-13) Grant to the Grantor.

FY22 Grant Expense

F. Contractual Services – (Other conference & Metting Expenses: Upward Bound)**Green Light Tour and Travel (DBA: GL Travel) Granite Bay CA \$61,500.00*(6)**

6. This expense is for approximately twenty-two (22) TRiO Upward Bound students and three (3) chaperones to go on a four-night guided tour of San Francisco, California from August 1-4, 2022, which combines college and cultural site visits. The cost includes transportation to and from Rock Valley College, round trip flights, bus, meals, and hotel accommodations. The tour is considered a sole source purchase because it is economically procurable from only one source.

FY22 Grant Expense

G. Inspection & Repairs Bengt Sjostrom Theatre Roof- (Maintenance Service Buildings: Plant Maintenance / Foundation Grants: Bengt Sjostrom Maintenance Grant)**Uni-Systems Engineering Inc Minneapolis MN \$19,400.00*(7)**

7. This expense is for the inspection and maintenance to the operable roof systems in the Bengt Sjostrom Theatre. This is considered a sole source vendor due to the unique, specialized roof for the theatre. Uni-Systems Engineering Inc. is the only vendor able to do the inspections and maintenance.

FY22 Budgeted & Grant Expense

Purchase Report-B – FY22 Purchases

H. Contract Services – (Other: Contractual Services)

Miller Engineering Rockford IL	\$81,400.00*(8)
Helm Service Freeport IL	\$84,842.00

8. This expense is for the remodel of the Winnebago Criminal Justice Center Cold Forming Training Center room. The remodel will consist of modifying existing electrical and the installation of an air filtration system and air compressor. It will also connect electrical and compressor lines to the industrial equipment in order to turn an industrial storage area into a safe industrial learning environment. The project also includes the addition of a guardrail system for the existing air compressor. The cost includes a \$10,000.00 contingency allowance.

FY22 Capital Expense

I. Budget Software – (Higher Education Emergency Relief Fund (HEERF): General Institutional Expense)

Prophix Software Inc. Ontario, Canada	\$123,858.00*(9)
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9. This purchase is for the implementation of new budget software (\$60,640.00) and the first year of the user licenses (\$63,218.00) which will include three (3) Administrator licenses and 50+ standard user licenses. Prophix integrates with Ellucian's Colleague to give users improved budgeting and financial reporting capabilities. Users will be able to configure dashboards with drill-down capabilities, plan headcount, simplify the budget and forecasting processes, and analyze budget-to-actual data. It includes modules focused on budgeting, forecasting, capital expenditures, headcount, and long-range planning. The Prophix Budgeting and Financial Planning solution was solely developed by Prophix Software, Inc. and is considered a proprietary/sole source purchase. Funding for this purchase will be covered by the Higher Education Emergency Relief Fund Act (HEERF).

FY22 Grant Expense

Purchase Report-B – FY22 Purchases

J. Contractual Services – (Consultant Services – Professional/Technical: Human Resources)

Carlson Dettmann Appleton WI	\$54,500.00*(10)
Gallagher Minneapolis MN	\$63,500.00
Stan McKnight & Associates Westlake Village CA	\$114,800.00

10. This expense is to hire a consulting firm to provide a complete analysis of Rock Valley College’s pay structure for all non-represented employees. In order to attract and retain the most qualified and diverse applicants the College needs to remain competitive in terms of its compensation philosophy. The last time a complete market data analysis was done was in 2007. Proposal submittals for RFP# 22-06 were opened on March 7, 2022. The committee conducted interviews to determine the respondent that was able to meet the criteria outlined in the Request for Proposal (RFP) for this project. The contract for this award has been reviewed by legal.

FY22 Budgeted Expense

K. Contractual Services – (Consultant Services – Professional/Technical: Operations)

OPN Architects Madison WI NOT TO EXCEED \$30,000.00*(11)

11. This expense is to hire the OPN Architect firm to provide architectural and engineering design for construction projects for Rock Valley College. OPN was selected as the college’s architect of record and will work closely with the college on future capital and construction projects of less than one million dollars. This request is for the remainder of the FY22 fiscal year (ending June 30, 2022).

FY22 Capital Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-B – FY22 Purchases

Recommendation: Board approval for items marked with an asterisk

A. Furniture – (Office Equipment/Furniture: SC Furniture)

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FY22 Capital Expense

C. Equipment – (Theatre Stage Materials: IL Arts General Operations; Maintenance Services- Other: Starlight Theatre)

Full Compass Systems Madison WI	\$20,890.00*(3)
Sound Concepts Rockford IL	\$20,920.00
Upstaging Inc. Sycamore IL	\$21890.00

3. This purchase is to replace the roughly twenty-eight (28) LED fixtures at the Starlight Theatre that are worn out, no longer serviceable and replacement bulbs are no longer being manufactured for them.

FY22 Grant Expense

Purchase Report-B – FY22 Purchases

D. Refund – (Grantor Refund of Unused Grant: Illinois Cooperative Work Study)

Illinois Board of Higher Education Springfield IL \$10,839.90*(4)

4. This expense is for the return of Grant Year 2021 unused grant funds of the Illinois Cooperative Work Study (ICWS) to the Grantor.

FY22 Grant Expense

E. Refund – (Grantor Refund of Unused Grant: Workforce Equity Initiative)

Illinois Community College Board Springfield IL \$139,035.44*(5)

5. This expense is the return of grant funds of the Workforce Equity Initiative 21 (WEI-21-13) Grant to the Grantor.

FY22 Grant Expense

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Green Light Tour and Travel (DBA: GL Travel) Granite Bay CA \$61,500.00*(6)

6. This expense is for approximately twenty-two (22) TRiO Upward Bound students and three (3) chaperones to go on a four-night guided tour of San Francisco, California from August 1-4, 2022, which combines college and cultural site visits. The cost includes transportation to and from Rock Valley College, round trip flights, bus, meals, and hotel accommodations. The tour is considered a sole source purchase because it is economically procurable from only one source.

FY22 Grant Expense

G. Inspection & Repairs Bengt Sjostrom Theatre Roof- (Maintenance Service Buildings: Plant Maintenance / Foundation Grants: Bengt Sjostrom Maintenance Grant)

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7. This expense is for the inspection and maintenance to the operable roof systems in the Bengt Sjostrom Theatre. This is considered a sole source vendor due to the unique, specialized roof for the theatre. Uni-Systems Engineering Inc. is the only vendor able to do the inspections and maintenance.

FY22 Budgeted & Grant Expense

Purchase Report-B – FY22 Purchases

H. Contract Services – (Other: Contractual Services)

Miller Engineering Rockford IL	\$81,400.00*(8)
Helm Service Freeport IL	\$84,842.00

8. This expense is for the remodel of the Winnebago Criminal Justice Center Cold Forming Training Center room. The remodel will consist of modifying existing electrical and the installation of an air filtration system and air compressor. It will also connect electrical and compressor lines to the industrial equipment in order to turn an industrial storage area into a safe industrial learning environment. The project also includes the addition of a guardrail system for the existing air compressor. The cost includes a \$10,000.00 contingency allowance.

FY22 Capital Expense

I. Budget Software – (Higher Education Emergency Relief Fund (HEERF): General Institutional Expense)

Prophix Software Inc. Ontario, Canada	\$123,858.00*(9)
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9. This purchase is for the implementation of new budget software (\$60,640.00) and the first year of the user licenses (\$63,218.00) which will include three (3) Administrator licenses and 50+ standard user licenses. Prophix integrates with Ellucian’s Colleague to give users improved budgeting and financial reporting capabilities. Users will be able to configure dashboards with drill-down capabilities, plan headcount, simplify the budget and forecasting processes, and analyze budget-to-actual data. It includes modules focused on budgeting, forecasting, capital expenditures, headcount, and long-range planning. The Prophix Budgeting and Financial Planning solution was solely developed by Prophix Software, Inc. and is considered a proprietary/sole source purchase. Funding for this purchase will be covered by the Higher Education Emergency Relief Fund Act (HEERF).

FY22 Grant Expense

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Purchase Report-B – FY22 Purchases

J. Contractual Services – (Consultant Services – Professional/Technical: Human Resources)

<u>Carlson Dettmann Appleton WI</u>	<u>\$54,500.00*(10)</u>
<u>Gallagher Minneapolis MN</u>	<u>\$63,500.00</u>
<u>Stan McKnight & Associates Westlake Village CA</u>	<u>\$114,800.00</u>

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10. This expense is to hire a consulting firm to provide a complete analysis of Rock Valley College’s pay structure for all non-represented employees. In order to attract and retain the most qualified and diverse applicants the College needs to remain competitive in terms of its compensation philosophy. The last time a complete market data analysis was done was in 2007. Proposal submittals for RFP# 22-06 were opened on March 7, 2022. The committee conducted interviews to determine the respondent that was able to meet the criteria outlined in the Request for Proposal (RFP) for this project. The contract for this award has been reviewed by legal.

Deleted: This expense is to hire a consulting firm for the Consulting Services Compensation Study RFP# 22-06. Proposals were opened on March 7, 2022 and the committee is currently finishing up the interview portion of the Request for Proposal. An award will be brought to the May 24, 2022 Board of Trustees meeting for approval.

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FY22 Budgeted Expense

K. Contractual Services – (Consultant Services – Professional/Technical: Operations)

<u>OPN Architects Madison WI</u>	<u>NOT TO EXCEED \$30,000.00*(11)</u>
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11. This expense is to hire the OPN Architect firm to provide architectural and engineering design for construction projects for Rock Valley College. OPN was selected as the college’s architect of record and will work closely with the college on future capital and construction projects of less than one million dollars. This request is for the remainder of the FY22 fiscal year (ending June 30, 2022).

Deleted: K. Theatre Programs – (Auxiliary Enterprises Fund – Starlight, Print/Copy Commercial Services)¶
¶ TBA \$x.xx*(11)¶
¶ 11. This expense is for the printing of show programs for the 2022 Starlight Theatre season. The Department is currently reviewing quotes. An award will be brought to the May 24, 2022 Board of Trustees meeting for approval.¶
¶ FY22 Budgeted Expense¶

FY22 Capital Expense

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Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**Ratification of Board Report #7915-D
Purchase Report D – Emergency FY22 Purchase
Approved April 26, 2022**

BACKGROUND: Board Report #7915-D, Emergency FY22 Purchase, was approved on April 26, 2022, by the Board of Trustees as an emergency expense of \$28,314.00 to replace two (2) 100-gallon water heaters in the Physical Education Center. One of the water heaters failed. During the investigation of the broken heater, it was determined that the other water heater was not functioning properly and was not maintaining a high enough water temperature. Both water heaters were approximately 14 years old, no longer working, and could not be repaired. Helm Service is the unit bidder for plumbing repairs and was authorized to proceed with the replacement of the water heaters.

Rock Valley College personnel discovered the two defective water heaters on Monday, April 25, 2022, one day before the April 26, 2022, Board of Trustees meeting, which was less than the 48 hours notice required by the Illinois Open Meetings Act. In the interest of transparency, the Board of Trustees voted to approve the expenditure but asked the Administration to add a board report to the May 24 meeting agenda so they could officially ratify the approval of this emergency expenditure.

It should be noted that the need to immediately replace the two water heaters in the Physical Education Center (PEC) was critical. The College is in the midst of softball and baseball season. Without working water heaters, student-athletes from the College and those from visiting teams would not have been able to shower in the PEC following their practices and competitive games.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the emergency approval of Board Report #7915-D, Emergency FY22 Purchase, given on April 26, 2022, to expense \$28,314.00 to Helm Service of Freeport, IL. This expenditure is for the purchase and replacement of two (2) 100-gallon water heaters for the Physical Education Center.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Fiscal Year 2022 Fund Transfer Request

BACKGROUND:

On Board Report #7881, dated December 21, 2021, the Board of Trustees authorized \$2,750,000 in capital investments for Fiscal Year 2022. The Administration is requesting a fund transfer to keep four areas of concern moving forward.

The Administration would like to transfer \$324,000 from the Operating Fund (Funds 01 and 02) to the Operations & Maintenance (Capital) Fund (Fund 03) for the first three items listed below: SSB Parking/Boiler House Ramp, Cold Forming Project, and Architect of Record for FY2022 Projects.

In addition, due to supply chain constraints, two purchases previously approved by the Board of Trustees to be paid out of the FY2022 Operating Fund are not expected to be received prior to June 30, 2022. These are the 2022 Ford Police Inceptor Utility Vehicle and the AMATROL Fault Pro Trainers. Administration recommends that \$77,085 be transferred from Operating Funds (Funds 01 and 02) to the Operations & Maintenance (Capital) Fund (Fund 03).

The request to transfer a total of \$401,085 from Operating Funds (Funds 01 and 02) to the Operations & Maintenance (Capital) Fund (Fund 03) is detailed below.

Fund 03 – Operations & Maintenance (Capital)	
• SSB Parking Lot/Boiler House Ramp	\$200,000
• Cold Forming Project	\$84,000
• Architect of Record for FY2022 Projects	\$40,000
Fund 03 – Operations & Maintenance (Capital) Equipment Ordered-delayed	
• 2022 Ford Police Inceptor Utility Vehicle (BR 7843-B)	\$41,350
• AMATROL Fault Pro Trainers (BR 7909-B)	\$35,735
Total Transfer from Fund 01 – Operating Fund	\$401,085

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Administration’s request to complete a fund transfer of \$401,085 from Operating Funds (Funds 01 and 02) to the Operations & Maintenance (Capital) Fund (Fund 03).

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

TENTATIVE BUDGET FOR FY2023

Background: The tentative spending plan totals \$131,988,382 for all funds and \$65,643,367 for the Operating funds (Funds 01 and 02).

Operating Funds

The Operating funds budgeted revenue is \$67,149,554, increasing \$5,985,695 from the FY 2022 Budget. This increase is due to increased EAV, resulting in higher property tax revenue. In addition, operating revenue assumes 100% state funding and budgeting tuition and fees approximately 4% below FY2022 actual credit hours. Operating funds budgeted expenditure for Operations is \$65,643,367, increasing \$7,363,316 from the prior year's budget. The Operating Budget includes the following assumptions:

Revenue

- 4.5% EAV increase over 2021 EAV estimates
- State Funding remains at FY2022 levels
- Tuition and Fees are based on 110,000 credit hours, with an increase of \$5 per credit hour, resulting in a nominal change in actual FY2022 levels

Expenses

- Contractual Salary increases
- Benefits Increase – 15% increase based on FY2023 projections and actual experience year-to-date from FY2021 to FY2022
- Contractual Services projected to increase due to an increase in contracted instructors and services for CTE programs and Continuing Education, IT software support for specific programs, as well as annual contractual increases
- General Materials & Supplies are projected to increase due to an increase in materials for academic programs, the addition of new software subscriptions plus annual contractual increases, as well as an increase in other supplies due to inflation

The FY2023 proposed budget is a balanced budget for operations.

Other Funds

The attached includes detail for capital, auxiliary, health benefits, restricted, and other major fund groups. Included are detailed expenses and revenues for each fund. Also included in the budget packet is summary information on property tax revenues and the documents for Illinois Community College Board (ICCB).

Next Steps

The Budget shall be made available for public inspection at the Financial Services Office in the Support Services Building on the Rock Valley College Campus at 3301 North Mulford Road, Rockford, IL, beginning at 9:00 a.m. on May 25, 2022.

A public hearing on the FY 2023 Budget will be held at 5:15 p.m. on the 28th day of June 2022, in the Performing Arts Room (PAR) in the Educational Resource Center on the campus of Rock Valley College at 3301 North Mulford Road, Rockford, Illinois, in this Community College District No. 511 (if allowed and deemed feasible given public health concerns), or held virtually via Zoom as permitted by the Open Meetings Act. The location will be finalized 48 hours before the meeting and documented on the agenda.

Recommendation: It is recommended that the Board of Trustees approve the FY 2023 tentative budget and submit any questions to Chief Financial Officer Ellen Olson. The public hearing will be scheduled for 5:15 p.m. on June 28, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Tentative FY 2023 Budget; Notice of Public Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN by the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Stephenson, and Ogle Counties, Illinois, that a Tentative Budget for said District for the fiscal year beginning July 1, 2022, will be on file and conveniently available for public inspection on the Rock Valley College's website at www.rockvalleycollege.edu beginning at 9:00 a.m. on the 25th day of May 2022.

NOTICE IS FURTHER HEREBY GIVEN that a public hearing on the FY 2022 Budget will be held at 5:15 p.m. on the 28th day of June 2022, in the Performing Arts Room (PAR) in the Educational Resource Center on the campus of Rock Valley College at 3301 North Mulford Road, Rockford, Illinois, in this Community College District No. 511 (if allowed and deemed feasible, given public health concerns) or held virtually via Zoom as permitted by the Open Meetings Act. The meeting location will be finalized at least 48 hours before the meeting and can be found on the Rock Valley College website: www.rockvalleycollege.edu under Board Agendas.

Chair of the Board of Trustees
Community College District No. 511

ATTEST:

Secretary of the Board of Trustees
Community College District No. 511

**2022-2024 Dual Credit Welding Intergovernmental Agreement
Between Belvidere CUSD #100 and Rock Valley College**

BACKGROUND:

As an extension of the Linking Talent with Opportunity career and technical education pathways initiative that originated in 2017-2018, Belvidere requested a dual credit welding pathway partnership to be offered at the Advanced Technology Center (ATC). Referred to as HS ATC-Welding Program in the agreement, the program is designed to provide qualified District high school students the opportunity to enroll in WLD 100 – Introduction to Welding. The College’s Welding department collaborated with District #100 to schedule four morning sections of WLD 100 based on student interest – two in fall 2022 and two in spring 2023. This dual credit partnership will provide an opportunity for high school students to begin their welding certificate at ATC. Furthermore, this new pathway initiative will facilitate students' transition from high school into Rock Valley College.

The financial arrangement between Rock Valley College and Belvidere School District #100 requires the District to calculate the cost equivalent of tuition and fees, with the assistance of the College, for the WLD 100 course taken per student and pay the College the total cost associated with this tuition and fees calculation. The District will also provide transportation to and from the ATC. Participating students will be financially responsible for covering additional program costs, including textbooks and course supplies.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Welding Intergovernmental Agreement between Rock Valley College and Belvidere District #100, effective immediately and ending June 30, 2024. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Dual Credit Welding Intergovernmental Agreement – Belvidere CUSD #100

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BOARD OF EDUCATION OF
BELVIDERE COMMUNITY UNIT SCHOOL DISTRICT NO. 100,
BOONE COUNTY, ILLINOIS
AND
BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO.
511, WINNEBAGO COUNTY, ILLINOIS
FOR HS ATC-WELDING PROGRAM**

This Agreement is made and entered into by and between the Board of Education of Belvidere Community Unit School District No. 100, Boone, McHenry and DeKalb Counties, Illinois ("DISTRICT") and the Board of Trustees of Illinois Community College District No. 511, Winnebago County, Illinois ("COLLEGE") (together, the "Parties") in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the School Code and the Public Community COLLEGE Act.

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for cooperative projects and use agreements in any manner not prohibited by law or by ordinance, pursuant to Article VII, § 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the School Code (105 ILCS 5/1-1 *et seq.*), and the Public Community COLLEGE Act (110 ILCS 805/1-1 *et seq.*); and

WHEREAS, HS ATC-WELDING is a program that allows select, qualified, academically motivated students enrolled in Illinois Community COLLEGE DISTRICT 511 public high schools an opportunity to earn both high school credit and college credit concurrently by attending COLLEGE part-time during their junior and/or senior years of high school; and

WHEREAS, the Parties have determined that shared commitment to HS ATC-WELDING goals benefits their constituencies and enhances educational opportunities for the communities they serve; and

WHEREAS, the Parties have determined that it is in their respective best interests and that of their constituencies to enter into this Intergovernmental Agreement for HS ATC-WELDING Program (hereinafter "Agreement").

NOW, THEREFORE, IT IS AGREED between the Parties, in consideration of their mutual promises and undertakings set forth herein and for other good valuable consideration, as follows:

Section 1 Incorporation of Preamble Recitals

The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference.

Section 2 Implementation of HS ATC-WELDING

DISTRICT and COLLEGE agree to collaborate to implement HS ATC-WELDING as a joint program, administered jointly by Rock Valley COLLEGE and Belvidere School DISTRICT, subject to the following terms and conditions.

- A. The Parties intend to establish and offer HS ATC-WELDING to provide eligible DISTRICT students with part-time instruction at COLLEGE during their junior and senior years of high school.
- B. Instruction for DISTRICT students accepted into HS ATC-WELDING shall be provided by COLLEGE, which shall charge the DISTRICT the cost equivalent of tuition and fees for courses taken per student per semester.
- C. The HS ATC-WELDING courses offered pursuant to this Agreement and the respective course locations are attached hereto and incorporated by reference as Appendix D. The courses listed in Appendix D will be mutually agreed upon by both parties no later than March 1 of each year that this Agreement is in effect, and are subject to change based upon availability of eligible instructors, student interest and availability in specific courses, and/or local board policy.
- D. If a DISTRICT student is receiving a D, F or W, or is otherwise not meeting HS ATC-WELDING academic standards, at the midterm grading period, COLLEGE will notify the DISTRICT Early College Coordinator within one week after the midterm date. COLLEGE and DISTRICT agree to communicate within seven (7) days and develop a success plan with the student for the remainder of the semester. The success plan will be shared in writing with COLLEGE, DISTRICT and student.
- E. At semester end, COLLEGE will provide the DISTRICT Early College Coordinator with transcripts for all students enrolled in HS ATC-WELDING.

Section 3 DISTRICT Obligations

DISTRICT will:

- A. DISTRICT will recruit eligible students to participate in HS ATC-WELDING.**
- B. DISTRICT will ensure students who meet the free lunch or breakfast eligibility guidelines pursuant to Section 10-20.13(b) of the Illinois School Code (105 ILCS 5/10-20.13(b)) and who are accepted into HS ATC-WELDING are provided equal access to HS ATC-WELDING consistent with the requirements of the Illinois School Code.**
- C. DISTRICT will be responsible for communicating to the COLLEGE the student rosters by May 1 of each year that the agreement is in place.**
- D. DISTRICT will be responsible for communicating to HS ATC-WELDING students and their parents or a guardian in regard to resolving disputes within the overall operation of the HS ATC-WELDING program, including the DISTRICT HS ATC-WELDING selection process results and qualifications.**
- E. DISTRICT will be responsible for the pre-selection and final selection process.**
- F. DISTRICT will provide the COLLEGE with no less than one and no more than two points of contact i.e. DISTRICT Early College Coordinator to ensure effective and accurate communication.**
- G. DISTRICT will provide advising for high school graduation requirements to HS ATC-WELDING students.**
- H. DISTRICT will provide all counseling services to HS ATC-WELDING students.**
- I. DISTRICT will provide students who successfully complete HS ATC-WELDING with credit towards a high school diploma.**
- J. DISTRICT will communicate to the DISTRICT 100 students and their parents or a guardian about responsibilities they have associated with the costs of the course.**
- K. DISTRICT will calculate the cost equivalent of tuition and fees with the assistance of the COLLEGE for the courses taken per HS ATC-WELDING students and pay the COLLEGE the cost associated with this tuition and fees calculation.**
- L. If DISTRICT identifies and recommends instructors for use in the HS**

ATC-WELDING Program which are then approved by COLLEGE, DISTRICT shall be responsible for hiring and compensating such instructors.

- M. DISTRICT agrees to identify HS ATC-WELDING students that have an IEP or 504 plan and work with Rock Valley College Disability Support Services to identify the reasonable accommodations available for the student.
- N. DISTRICT agrees to provide transportation for students to attend the HS ATC-WELDING program.

Section 4 COLLEGE Obligations

COLLEGE will provide participating DISTRICT students with:

- A. COLLEGE will provide technology accounts for Online Services, Eagle, and RVC Mail.
- B. COLLEGE will provide instruction opportunities to achieve college credit.
- C. COLLEGE will provide final grades for courses within two weeks of the completion of each semester.
- D. COLLEGE will ensure that any employee or agent of COLLEGE who has direct and regular contact with participating DISTRICT students undergoes a criminal history records check.
- E. COLLEGE will ensure that instructors for HS ATC-WELDING courses are properly qualified to teach such courses, consistent with the Dual Credit Quality Act, 110 ILCS 27/16(5) and ILCS 27/20. COLLEGE shall approve any instructors which DISTRICT identifies and recommends for use in the HS ATC-WELDING Program. Any DISTRICT-recommended instructors shall be hired and compensated by DISTRICT.
- F. COLLEGE will take appropriate steps to ensure that HS ATC-WELDING courses are equivalent in quality and rigor to other courses offered at the COLLEGE for college credit. COLLEGE will ensure that HS ATC-WELDING student learning outcomes are the same as other courses taught at COLLEGE. In addition, COLLEGE will annually evaluate course content, delivery, and rigor, consistent with COLLEGE policy, in consultation with the DISTRICT'S superintendent.
- G. COLLEGE reserves the right to modify or cancel classes based on instructor availability and/or student interest. COLLEGE will support and implement

schedule request changes made by DISTRICT Early College Coordinator and commit to ensuring any schedule changes of DISTRICT 100 students are approved by DISTRICT Early College Coordinator or DISTRICT Director of Career Readiness before being made. In such circumstances the COLLEGE will notify the Early College Coordinator of such changes.

H. COLLEGE will maintain appropriate academic control over the curriculum of all HS ATC-WELDING Program courses, consistent with State and/or Federal law and as required or negotiated by the Higher Learning Commission.

Section 5 Participating DISTRICT Students' Obligations

The DISTRICT will cause participating DISTRICT students to comply with the following requirements (pursuant to Appendix B):

- A. STUDENT will adhere to COLLEGE and DISTRICT policies and procedures.
- B. STUDENT will demonstrate qualities of integrity, honesty, civility and respect in their conduct both in and out of the classroom as noted in the COLLEGE Student Handbook.
- C. STUDENT will attend every class meeting and arrive on time.
- D. STUDENT will bring necessary materials and wear appropriate attire for HS ATC-Welding program.
- E. STUDENT will adhere to the course syllabus.
- F. STUDENT agrees to pay associated course fees and purchase necessary materials as determined by the DISTRICT and COLLEGE.

Section 6 Shared Obligations and Understandings of the Parties

- A. The DISTRICT and COLLEGE acknowledge and agree that this Agreement solely memorializes implementation of HS ATC-WELDING, and that there are no other promises, representations, or agreements between the Parties except as provided in this Agreement.
- B. DISTRICT and COLLEGE agree to comply with all applicable federal and State nondiscrimination and equal opportunity laws, rules and regulations. DISTRICT and COLLEGE shall not engage in unlawful discrimination or harassment against any person based on race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection status, gender identity or expression, age, marital status, disability, genetic

information, unfavorable military discharge, veteran status, or sex (including sexual harassment, sexual violence, sexual assault, domestic violence, dating violence and/or stalking), or any other legally protected category. The Parties will coordinate regarding an appropriate response to any report of alleged harassment, including sexual harassment, involving students or employees involved in the HS ATC-WELDING Program, taking into consideration the nature of the report, the parties involved and the location and context in which the alleged harassment occurred.

- C. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in HS ATC-WELDING courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to prevent such re-disclosure.
- D. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties.
- E. The Parties agree that their respective representatives shall use their best efforts to timely communicate with one another as needed to pursue the objectives and implementation of HS ATC-WELDING, and to work cooperatively to resolve any issues which may from time to time arise in the course of their collaboration. The Parties shall, not less than annually, review

the provisions of this Agreement and identify any updates, as may be needed. Any such updates are subject to the requirements of Section 7.E, below.

Section 7 Participation in HS ATC-WELDING Program by Students with Disabilities

The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to HS ATC-WELDING Program courses, provided that they are able to meet the criteria for entry into such courses:

- A. The DISTRICT will identify all eligible students.
- B. The process is established as follows:
 - The DISTRICT will identify students who have a current IEP or 504 Plan on the final and approved DISTRICT HS ATC-WELDING Program list, as referenced in Appendix B.
 - The DISTRICT will ensure that each student with an IEP or 504 Plan and their parent/guardian is informed of the differences in college ADA accommodations versus high school accommodations.
 - The DISTRICT Early College Coordinator and COLLEGE Early College department will assist with connecting students to Disability Support Services so that college accommodations can be developed prior to the start of Running Start coursework.
 - The DISTRICT will assist in providing students a copy of their current IEP or 504 Plan to provide to the COLLEGE Disability Support Services.
- C. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a HS ATC-WELDING Program course on DISTRICT's high school campus, in accordance with established DISTRICT practices for providing these services.
- D. A student with a disability who accesses a HS ATC-WELDING Program course on COLLEGE's campus shall have access to appropriate supplementary aids and/or accommodations for which the student is eligible

through COLLEGE's Disability Support Services office. The Parties agree that the COLLEGE'S Disability Support Services office will coordinate with and involve the District in identifying appropriate supplementary aids and/or accommodations for eligible students.

- E. DISTRICT and COLLEGE shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in HS ATC-WELDING Program courses.

Nothing contained herein shall be construed as to release DISTRICT from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to students with disabilities. DISTRICT represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in the HS ATC-WELDING Program hereunder.

Section 8 Miscellaneous Provisions

- A. **Effective Date.** This Agreement becomes effective upon the date as of which it has been approved and fully executed by both of the Board of Education of DISTRICT and the Board of Trustees of COLLEGE.
- B. **Term of Agreement; Non-Assignability.** This initial term of this Agreement shall commence on the Effective Date and expire automatically on June 30, 2024. This Agreement is not transferable or assignable by the Parties. There are no third party beneficiaries to this Agreement.
- C. **Termination.** Either Party shall have the right to terminate this Agreement at the end of any semester during the initial term and any extension thereof, by in whole or in part upon providing written notice of termination to the other Party at least 30 days prior to the last day of student attendance in any such semester.
- D. **Notices.** All notice required pursuant to this Agreement shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to DISTRICT:

Belvidere Community Unit DISTRICT No.
100
Att'n: Superintendent 1201 Fifth
Avenue
Belvidere, IL 61008
Facsimile: (815) 544-4260

Illinois Community COLLEGE
DISTRICT No. 511
Att'n: Chief Academic Officer
3301 North Mulford Rd.
Rockford, IL 61114
Facsimile: (815) 921-6974

with a copy to counsel:

with a copy to counsel;

G. Robb Cooper
Ottosen Brtiz Kelly Cooper Gilbert & DiNolfo
1804 N. Naper Blvd., Suite 305
Naperville, IL 60563
Facsimile: (630) 682-0788

Joseph J. Perkoski
Robbins-Schwartz
55 W. Monroe St. – Suite 800
Chicago, IL 60603-5144
Facsimile: (312) 332-7768
Email: jperkoski@robbins-schwartz.com

If to COLLEGE:

- E. **Amendments.** No change, modification or amendment to this Agreement shall be valid unless reduced to writing and approved by the Parties' respective governing boards.
- F. **Good Faith and Dispute Resolution.** The Parties agree to use their best, good faith efforts to promote and operate the HS ATC-WELDING program. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties' designated representatives and the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties may, by subsequent written agreement, elect to engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.
- G. **Severability.** If for any reason any provision of this Agreement is determined by an arbitrator to be invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall otherwise remain in full force and effect.

The failure of a Party to this Agreement to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or

relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

H. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

I. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute on and the same instrument. Counterparts may be exchanged in PDF format by email.

WHEREFORE, the Parties by their respective officers have executed this Agreement on the dates set forth below.

**Board of Education
Belvidere Community
Unit School District
No. 100
Boone County, Illinois**

**Board of Trustees
Illinois Community
COLLEGE District No. 511
Winnebago County,
Illinois**

Allison Reid-Niemce

President

Hayley Allen

Secretary

4/25/2022

Date

President

Secretary

Date

APPENDIX A

STUDENT Enrollment Procedures for HS ATC-Welding Program

Note: "DISTRICT" refers to Belvidere DISTRICT 100. "RVC" refers to Rock Valley COLLEGE's Early COLLEGE Office.

1. DISTRICT determines list of students who are qualified.
2. DISTRICT determines who is interested in applying for the HS ATC-WELDING Program.
3. DISTRICT interested students complete an RVC Application for Credit Courses.
4. DISTRICT Counselors review and determine if students are ready for COLLEGE coursework as part of the RVC HS ATC-WELDING Program.
5. DISTRICT staff will place student's data into a shared file that is compatible with MS Excel or Google Sheets format. The file will include the RVC Student ID for each student and specify all students who are qualified based on DISTRICT selection criteria.
6. After DISTRICT selection process is conducted, DISTRICT will send final and approved DISTRICT HS ATC-WELDING student list to RVC.
7. DISTRICT Counselors notify ALL students of award of placement into DISTRICT HS ATC-WELDING Program.
8. RVC registers students each semester and provides student schedules to DISTRICT Counselor for students enrolled in the DISTRICT HS ATC-WELDING Program.
9. A STUDENT request for a schedule change must be approved by DISTRICT EARLY COLLEGE COORDINATOR.
10. If approved, DISTRICT EARLY COLLEGE COORDINATOR submits the signed "RVC Schedule Change Form" to RVC for processing.
11. RVC provides student transcripts to DISTRICT Counselor for each semester completed by participating students within two weeks of final grades posting.

Appendix B
HS ATC-WELDING Program Course Offerings

HS Course	HS Credits	RVC Course	RVC Credits
DC03450 - DC Introduction to Welding	.5	WLD 100 - Introduction to Welding	3

**2022-2023 Dual Credit Memorandum of Understanding
Between Belvidere CUSD #100, Mercyhealth, and Rock Valley College**

BACKGROUND:

The Belvidere Community Unit School District (CUSD) #100 and Javon Bea Hospital have come together to offer high school students enrolled in the Belvidere School District the opportunity to participate in an EMT-Basic Provider Course in conjunction with the Rock Valley College Linking Talent with Opportunity pathways initiative.

The program is designed to provide qualified Belvidere District high school students the opportunity to enroll in FRE 223 – Emergency Medical Technician. This dual credit partnership will allow Belvidere School District to complete the implementation of the District’s health sciences pathway. The course is supplied by the Mercyhealth Prehospital and Emergency Services Center, and Rock Valley College will register students’ credit hours. Qualified instructors will teach all EMT-Basic Provider Courses from Javon Bea Hospital’s Mercyhealth Prehospital Emergency Services Center during the academic year.

Belvidere District #100 will submit a \$600.00 per student enrolled in the program to Mercyhealth Emergency Services Center to provide the course instructors and complete the course requirements of the Illinois Department of Public Health, National Registry of EMTs, and Rock Valley College. This fee is above and beyond the \$50.00 per student enrollment fee for each dual credit course that Rock Valley College requires.

Participating students will be financially responsible for purchasing their own stethoscope to be used for the course.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Memorandum of Understanding between Belvidere CUSD #100, Javon Bea Hospital’s Mercyhealth Prehospital and Emergency Services Center, and Rock Valley College. This agreement will be effective on August 1, 2022, and end on June 30, 2023. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Dual Credit Memorandum of Understanding – Belvidere CUSD #100, Mercyhealth, RVC

**Memorandum of Understanding between
Javon Bea Hospital, Rockton Avenue, Mercyhealth Prehospital and Emergency
Services Center and Belvidere School District**

This Memorandum of Understanding {"MOU" or "Agreement"} is entered into this 18th day of April 2022, between Javon Bea Hospital's, Mercyhealth Prehospital Emergency Services Center ("Mercyhealth") and Belvidere Community Unit School District #100 ("School District") located at 12015th Avenue, Belvidere, IL 61008, Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 6114, and Javon Bea Hospital, located at 2400 North Rockton Avenue, Rockford, Illinois 61103 (collectively, the Parties).

WHEREAS, the School District and Javon Bea Hospital have come together and would like to offer high school students enrolled in School District an opportunity to participate in an EMT-Basic provider Course in conjunction with Rock Valley College High School Dual Credit Program, as further described in this Agreement (the "Program"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the transition of students from secondary coursework into Rock Valley College via an EMT Basic Provider Course supplied by Mercyhealth Prehospital and Emergency Services Center; and

WHEREAS, the Parties herein desire to enter into an Agreement setting forth the services and guidelines to be provided by each Party.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. School District and Rock Valley College will make available to eligible students participating in the Program, the EMT-Basic Provider Course "dual credit course" as listed in 'Appendix A which is attached hereto and incorporated herein.
2. All EMT-Basic provider Courses will be taught by qualified Javon Bea Rockton Ave Mercyhealth Emergency Services Center Instructors during the academic year.
3. All EMT-Basic provider Courses shall be taught at the School District's Campus in Belvidere, Illinois.

4. It is further agreed upon by the Parties that the School District will:
 - a. Complete Rock Valley College's *Application to Offer Dual Credit Courses at the High School* form found in the Early College Handbook;
 - b. Follow the procedure outline in Appendix B which is attached hereto and incorporated herein, regarding Curriculum Development, Feedback, and Approval;
 - c. Be responsible for collaborating with Rock Valley College Pathway Coordinators to submit a completed enrollment form from the Dual Credit/Dual enrollment Agreement found in the Early College Handbook for all students who qualify and have registered for the Rock Valley College dual credit course;
 - d. Send Rock Valley College an initial student roster in July for the semester beginning August 2022 and a final roster by the end of the first week of the final School District high school semester.
 - e. Allow the appropriate Rock Valley College Academic Dean, Department Chair, or College designee access to complete classroom observation which will be shared with the School District Dual Credit Administration and the Mercyhealth EMS services Center Instructor and Administration. This evaluation will be limited to the course and the ability of the instructor to deliver quality, rigorous college credit coursework. The evaluation shall not impact the instructor's performance evaluation from the instructor's home administration (Mercyhealth Emergency Services Center).
 - f. Have students and parents attend an initial mandatory education orientation meeting between the Mercyhealth Emergency Services Center Instructor, School District, and Rock Valley College to outline and discuss the dual credit process and what is need for successful completion of the EMT-Basic Provider Course.
 - g. Ensure that all students successfully meet the Rock Valley College and Mercyhealth Emergency Services Center course and assign a course counselor to handle any situations at the School District that requires intervention including, but not limited to, remedial assistance, study time, counseling, academic intervention, placement into another course if student performance does not meet course

requirements or School District performance and attendance violations.

- h. Ensure that the students who are enrolled in the course have the proper orientation, approvals, signatures, liability forms, and inoculations for the emergency department clinical time at a local hospital and ambulance ride time at a local approved provider.
- i. Ensure that adequate classroom space, chairs, tables, etc. are available for didactic and laboratory sessions
- j. Ensure that proper audio visual equipment is available as identified by the course instructor
- k. Ensure that all EMT-Basic provider training equipment is available at the course site including but not limited to training mannequins, blood pressure cuffs, splints, backboards, ambulance cots, immobilization equipment, oxygen delivery devices, AEDs, cardiac and equipment needed for the course presentation and that proper, secured, storage space is available for the equipment when not in uses.
- l. Allow access to the school for the Mercyhealth Emergency Services Center instructor(s) as needed and identified by the lead instructor.
- m. Submit a payment of \$600.00 per student enrolled in the Program to Mercyhealth Emergency Services Center to provide the course instructors and complete the course meeting the requirements of the Illinois Department of Public Health, National Registry of EMTs, and Rock Valley College. This fee is above and beyond the \$50.00 that is required by Rock Valley College provided for in a separate Memorandum of Understanding with the School District.
- n. Ensure that the student meets the age requirements for successful testing and licensure by the National Registry of EMTs and the Illinois Department of Public Health by the end of the school year.
- o. Purchase the textbook/access card needed to successful complete the EMT-Basic provider Course.
- p. Ensure that the student purchase their own stethoscope to be used for the EMT-Provider Basic provider Course.
- q. Contact the lead instructor for changes in the school schedule based on weather, infrastructure and building issues, and will subsequently meet with the lead instructor to develop make up classes schedules to complete required ours for course completion.
- r. Be solely responsible for the wages, salaries, and benefits due to individuals who are School District employees only—in no event

shall the School District be responsible for the wages, salaries, and benefits due to employees, independent contractors, or agents of any other Party.

5. Mercyhealth Emergency Services Center Lead Instructor shall:
 - a. Be qualified under the applicable Illinois Department of Public Health licensure, Rock Valley College, and State of Illinois qualifications to provide the EMT-Basic Provider Course at the School District.
 - b. Develop and provide a course curriculum, handbook, and schedule that coincide with the School District class schedule.
 - c. Submit the course curriculum, handbook, and schedule to the Illinois Department of Public Health to be approved and receive an Illinois Site Code for course completion.
 - d. Submit the course curriculum, handbook, and schedule to the National Registry of EMTs for approval and identification for National Registry Testing and Certification for those students that successful completes the course.
 - e. Distribute, on the first day, the course syllabus and handbook to each student and orient each student to the specific needs for didactic, laboratory, testing, homework, attendance needs for successful completion of the course. Each student will subsequently sign an orientation agreement identifying they understand the parameters of the course and will abide by those parameters.
 - f. Provide the School District and Rock Valley College Pathway Coordinator the initial class roster through an enrollment verification process, midterm grades, and final grades for students enrolled in the course.
 - g. Follow the class schedule for the school year as identified in the schedule and follow the direction of the School District related to school cancellations for weather, building infrastructure issues, etc.
 - h. Submit a handbook that identifies the requirements for the students to successful complete the EMT-Basic Provider Course. The handbook will identify course homework averages, test averages, laboratory class completions, and limitations on absences.

- i. Upon successful completion for National Registry of EMTs testing, the course lead instructor will submit the necessary paperwork for the student to be licensed as an EMT-Basic by the Illinois Department of Public Health.
 - j. Provide a qualified lead instructor and ad-hoc instructors/ aides needed for the successful completion for the EMT-Basic Provider Course at the School District.
 - k. Provide the necessary soft goods (bandages, forms, checklist, tape, handouts, etc.) to successful complete the laboratory sessions for the EMT-Basic Provider Course at the School District.
 - l. Lead Instructor will meet with the assigned School District Counselor on a periodic basis to discuss each student's progress and address any issues that arise concerning class performance, personal issues, homework, remediation, academic review, study time, and attendance. The School District Counselor will identify a remediation plan for identified students and or select an alternative pathway if a student is unsuccessful in their performance during the course.
6. It is further agreed upon by the Parties that Rock Valley College will:
 - a. Provide the EMT-Basic Provider Course Dual Credit program and approved credit hours as identified by the Illinois Community College Board for the students who successfully complete the EMT-Basic Provider Course.
 - b. Provide the School District with copies of all official college credit course forms, processes and support needed to achieve Dual Credit Course Compliance.
 - c. Conduct periodic classroom observations following college-approved forms and processes, and share observations with the School District and Mercyhealth Emergency Services Center Lead Instructor.
 - d. Ensure that the Lead Instructor and ad-hoc instructors meet the Illinois Department of Public Health licensure, Rock Valley College, and State of Illinois qualifications to provide the EMT-Basic Provider Course at the School District.

As provided for in a separate Memorandum of Understanding with the School District, Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2022-2023 academic year and will waive associated fees. By Rock Valley

College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select support services.

7. Any modifications to this Agreement will be mutually agreed upon by all Parties and shall be in writing. Such modifications will not jeopardize the credit, testing, or licensure for the students currently enrolled in the course covered under this Agreement.

8. Indemnification.

a. The School District agrees to and shall indemnify, save and hold harmless the remaining Parties and their governing boards, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of School District's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the School District, its officers, employees, independent contractors, subcontractors, agents and other representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Agreement.

b. Rock Valley College agrees to and shall indemnify, save and hold harmless the remaining Parties and their governing boards, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of Rock Valley College's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the Rock Valley College, its officers, employees, independent contractors, subcontractors, agents and other representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Agreement.

- c. Javon Bea Rockton Ave, Mercyhealth Prehospital Emergency Services Center agrees to and shall indemnify, save and hold harmless the remaining Parties and their governing boards, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of Javon Bea Rockton Ave, Mercyhealth Prehospital Emergency Services Center's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the Javon Bea Rockton Ave, Mercyhealth Prehospital Emergency Services Center, its officers, employees, instructors, independent contractors, subcontractors, agents and other representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Agreement.

 - d. Javon Bea Hospital agrees to and shall indemnify, save and hold harmless the remaining Parties and their governing boards, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of Javon Bea Hospital's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the Javon Bea Hospital, its officers, employees, instructors, independent contractors, subcontractors, agents and other representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Agreement.
9. The School District agrees that, in order to protect itself as well as the other Parties under the indemnity provision set forth in the above paragraph, it will at all times during the terms of this Agreement keep in force an appropriate liability insurance policy.

10. For the purpose of Workers' Compensation, the School District shall be the "employer" only for all its personnel who perform services as instructors and support staff. The Parties agree the School District is not the "employer" of non-School District personnel who may serve as instructors (including those of the other Parties in relation to the Program) or students who are not affiliated with the School District.
11. This Agreement shall be governed by the laws of the State of Illinois.
12. This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.
13. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
14. This Agreement will be in effect August 1, 2022 and will end on June 30, 2023.

Daniel Woestman

Superintendent, Belvidere Community Unit School District #100

	4/18/2022
Signature	Date

Rock Valley College President

Signature	Date
Kara Sankey	Vice President- Operations

Javon Bea Hospital

<small>DocuSigned by:</small>  <small>32P56830B002S4611</small>	4/26/2022 10:24 AM CDT
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Signature	Date
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**Appendix A
Dual Credit Course**

The following Rock Valley College course will be offered at the School District's Campus in Belvidere, Illinois as dual credit effective during this agreement:

Dual Credit Course
FRE 223 - Emergency Medical Technician

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Workshops where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the workshops. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework. Classroom visits may be requested by RVC. RVC warrants that these procedures constitute appropriate academic controls over the curriculum, as is required by the Dual Credit Act [220 ILCS 27/16] and are consistent with any State or federal law and as required or negotiated with the Higher Learning Commission or other applicable accrediting agency.

**2022-2023 Linking Talent with Opportunity Memorandum of Understanding
Between Belvidere CUSD #100 and Rock Valley College**

BACKGROUND:

The Linking Talent with Opportunity initiative began at Rock Valley College through a grant from the Community Foundation of Northern Illinois in 2018. Rock Valley College utilized the grant to collaborate with regional school district partners to implement pathways within high schools. Dual credit pathways offerings have increased annually since the grant was awarded, and pathways development and implementation remain at the forefront of Rock Valley College's partnerships with regional school districts.

The Linking Talent with Opportunity initiative is designed to provide qualified high school students the opportunity to enroll in dual credit classes at their high school in designated career and technical education pathways that lead to advanced standing for certificate and degree opportunities at Rock Valley College. Furthermore, this pathway initiative facilitates students' transition from secondary coursework into Rock Valley College.

The school district will provide, at its cost, a school district dual credit instructor that is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education, the Illinois Community College Board, and the Higher Learning Commission. The school district will also provide, at its cost, appropriate academic support to ensure the delivery of quality instruction.

Appendix A notes the courses approved to be taught at the District as dual credit for the 2022-2023 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Belvidere District #100 beginning August 1, 2022 and ending June 30, 2023. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Linking Talent with Opportunity Program ("LTO") Dual Credit Memorandum of Understanding between Rock Valley College and Belvidere School District 100

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this ____ day of _____, 2022 between Belvidere School District 100 ("School District"), located at 1201 5th Ave, Belvidere, Illinois 61008 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

WHEREAS, School District and Rock Valley College have come together and would like to offer high school students enrolled in School District an opportunity to receive dual high school and college level credit through the "Linking Talent with Opportunity" Program (hereinafter "LTO"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the transition of students from secondary coursework into Rock Valley College; and

WHEREAS, the Parties herein desire to enter into an Agreement setting forth the services and guidelines to be provided and followed by each Party.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. School District and Rock Valley College will make available to eligible students participating in the LTO Program certain agreed upon "dual credit courses" and "articulated credit courses," as listed in Appendix A which is attached hereto and incorporated herein.
2. All dual credit courses shall be taught by qualified and approved School District instructors ("School District Dual Credit Instructors") during the academic year.
3. All dual credit and articulated credit courses shall be taught at the School District's campuses.
4. It is further agreed upon by the Parties that the School District will:
 - a. Designate a District point-of-contact for all dual credit and articulated credit course offerings.
 - b. Follow the procedures outlined in Appendix B which is attached hereto and incorporated herein, regarding Curriculum Development, Feedback, and Approval;
 - c. Verify that School District Dual Credit Instructors meet Rock Valley College's minimum qualifications to teach including:
 - i. Dual credit instructors must submit a *Rock Valley College Dual Credit at the High School Instructor Application*.
 - ii. School District must complete *Instructor Verification* form to verify official transcripts and formal identification that are on record at District office for ICCB and HLC auditing purposes.
 - d. Follow the procedures outlined in Appendix D for articulated credit courses which is attached hereto and incorporated herein;

- e. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit and articulated credit course. Dual credit course rosters will be used for Rock Valley College course registration and articulated credit course rosters will be used to track students' articulated credit eligibility;
- f. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- g. Send verified articulated credit course rosters via the shared Google Sheet within 30 days after the high school start date;
- h. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- i. Ensure that School District Articulated Credit Instructors submit high school course syllabi with identified learning outcomes and samples of class assignments, projects, and exams to Early College Department for review, and utilize the approved syllabus, appropriate textbooks, resources, and RVC approved final project or exam (if necessary) for each course as agreed upon by School District and Rock Valley College;
- j. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of classes each semester;
- k. Be responsible for School District Dual Credit Instructors collaborating with Early College Department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework are met;
- l. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor workshops and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- m. Allow Rock Valley College's chief academic officer or his or her designee, in consultation with the school district's superintendent or his or her designee, the opportunity to conduct course evaluations in a manner consistent with RVC's review and evaluation policies and procedures for on-campus adjunct faculty, including visits to the secondary class. This evaluation shall be limited to the course and the ability of the instructor to deliver quality, rigorous college credit coursework. This evaluation shall not impact the instructor's performance evaluation under Article 24A of the School Code;
- n. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;

- o. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - p. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
 - q. Provide necessary academic support and guidance to students enrolled in the program.
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
 - c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the currently approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with minimum Illinois Community College Board and Higher Learning Commission qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy of the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Evaluate and document the performance of students who complete dual credit courses, and share such data with the School District. The evaluation shall not impact the instructor's performance evaluation under the School Code.
 - i. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - j. Award appropriate college credit and record a 'T' grade on students' permanent college transcripts for students who earn a final grade of 'A' or 'B' in an articulated credit course listed in Appendix A and following the procedures outlined in Appendix D;
 - k. Review this MOU annually for accuracy and pricing; and
 - l. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.

6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2022-2023 academic year, with the exception of a single \$50.00 per-student enrollment fee for students enrolled in MEC 110, MEC 130 and MEC 140. Rock Valley College will also waive associated student fees for these courses.
9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit, as referenced in Appendixes A and D.
13. Participation in Dual Credit at High School by Students with Disabilities. The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Dual Credit at High School courses, provided that they are able to meet the criteria for entry into such courses:
 - a. The School District will ensure that all of its students have access to dual credit course offering information prior to course selection.
 - b. Once dual credit course rosters are finalized, the School District will indicate on the shared Google Sheet which dual credit students have an IEP or 504 plan and document the provided accommodations within the established School District practices for record keeping of these services.
 - c. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a LTO Program course on the School District's campus, in accordance with established School District practices for providing these services.
 - d. The School District and RVC shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in Dual Credit at High School courses.

Nothing contained herein shall be construed as to release the School District from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to

students with disabilities. The School District represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in Dual Credit at High School hereunder.

14. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in dual credit courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to prevent such re-disclosure.

15. This agreement will be in effect August 1, 2022 and end on June 30, 2023.

High School Superintendent Date

Rock Valley College President Date

Board of Education Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Belvidere School District as dual credit effective during this agreement:

Dual Credit Courses
ATM 106 – Advanced Automotive Technology/Introduction to Electrical System/Power Train
EDU 224 – Introduction to Teaching
FRE 223 – Emergency Medical Technician
FWS 233 – Community Health
FWS 237 – Nutrition for Optimum Living
MEC 110 – Electrical Systems I
MEC 130 – Robotics and Automation I
MEC 140 – Advanced Manufacturing I
MKT 288 - Customer Relations
PCT 110 – Network Essentials
PCT 270 – Introduction to UNIX/Linux

The following Belvidere School District courses are eligible for Rock Valley College articulated credit:

High School Course Eligible for Articulated Credit	RVC Articulated Course Equivalent	Student Earns Articulated Credit by:
Automotive Technology I	ATM 105	Successful completion of ATM 106
Introduction to Business	BUS 101	Successful completion of 3 credits any BUS, MKT, MGT, ATG, OFF, ECO
Computer Applications	CIS 102	Successful completion of 3 credits of any CIS, PCT, WEB, or BUS
Introduction to Early Childhood	ECE 100	Successful completion of 3 credits any EDU or ECE
DC Networking and Coding/A+ Essentials	PCT 262	Successful completion of 3 credits any CIS, PCT, WEB
Human Disease & Medical Terminology	HLT 110	Successful completion of NAD 101, FRE 223, or 3 credits of any BIO, CHM, FWS
Intro to Drafting/CAD and Print Reading	MET 100	Successful completion of 3 credit any MET, MEC, EET

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Workshops where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the workshops. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework. Classroom visits may be requested by RVC. RVC warrants that these procedures constitute appropriate academic controls over the curriculum, as is required by the Dual Credit Act [220 ILCS 27/16] and are consistent with any State or federal law and as required or negotiated with the Higher Learning Commission or other applicable accrediting agency.

Appendix C Dual Credit Roster & Grading Procedures for Dual Credit Instructors

1. School District Dual Credit Instructors set up their Rock Valley College network account and password to complete the following processes in RVC Online Services. Individual notices will be sent to each instructor at the start of each course with EVR, midterm, and final deadline dates¹. Reminder emails will also be sent prior to each deadline date.
2. Instructors complete the Enrollment Verification (“EVR”) process by the assigned **drop date** to ensure the high school roster **matches** the Rock Valley College course roster of registered students. This includes an instructor duty to initiate the following:
 - a) Drop any student who has never attended the course.
 - b) Contact the District Early College Coordinator and the RVC Early College Office if a student who has been attending is not on the RVC roster so that they can be added.
3. Instructors submit Midterm Grades by the assigned **midterm date**.
 - a) Mark “S” for each student who is currently passing the course with a ‘C’ or better.
 - b) Mark “D” for each student who is currently earning a ‘D’ in the course.
 - c) Mark “F” for each student who is currently earning a ‘F’ in the course.
 - d) Mark “W” for each student who should be withdrawn from the course – students who stopped attending or have no chance of passing. District Early College Coordinator must be notified prior to marking ‘W’ for any student.
4. District Early College Coordinator sends Early College notice of a student’s intent to withdraw from a course by the assigned **Withdrawal** deadline. Student receives a ‘W’ grade on their Official RVC Transcript.
5. Instructors submit Final Grades in Online Services by the assigned **final grading deadline**, and the final grade is reported on students’ Official RVC Transcripts.

¹ Missed deadline dates for EVR, midterm grades, and final grades will result in manual processes for the instructor and RVC.

Appendix D Articulated Credit Policy & Procedures

1. School District communicates intent to offer articulated credit course approximately 18 months prior to offering, but no later than 6 months before start of intended school year, and adds course information to the shared District and RVC Google Sheet.
2. High school instructor submits syllabus, textbook, and samples of assignments, tests and projects to Early College for review. Updated information must be submitted annually.
3. Rock Valley College will determine approval of the course and it will be added to Appendix A of the MOU.
4. District verifies high school rosters within 30 days from the start of the high school class via the shared Google Sheet between School District and College.
5. Students in articulated courses complete a Rock Valley College Enrollment form immediately following the high school roster verification.
6. High School provides official, verified high school final grading roster to Early College upon completion of the high school course. .
7. Students who earn an 'A' or 'B' in the high school course will be eligible for articulated credit upon the successful completion ('C' or better) in the subsequent course(s), as indicated in Appendix A.
8. Subsequent course(s) must be enrolled in and successfully completed within two years of completing the articulated course; not to exceed one year after high school graduation.
9. Students register for subsequent course(s) as part of dual credit offerings at the School District or in classes offered at Rock Valley College campuses.
10. RVC will transcript articulated credit upon successful completion of subsequent course(s) within timeframe given above.

**2022-2023 Linking Talent with Opportunity Memorandum of Understanding
Between Byron CUSD #226 and Rock Valley College**

BACKGROUND:

The Linking Talent with Opportunity initiative began at Rock Valley College through a grant from the Community Foundation of Northern Illinois in 2018. Rock Valley College utilized the grant to collaborate with regional school district partners to implement pathways within high schools. Dual credit pathways offerings have increased annually since the grant was awarded, and pathways development and implementation remain at the forefront of Rock Valley College's partnerships with regional school districts.

The Linking Talent with Opportunity initiative is designed to provide qualified high school students the opportunity to enroll in dual credit classes at their high school in designated career and technical education pathways that lead to advanced standing for certificate and degree opportunities at Rock Valley College. Furthermore, this pathway initiative facilitates students' transition from secondary coursework into Rock Valley College.

The school district will provide, at its cost, a school district dual credit instructor that is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education, the Illinois Community College Board, and the Higher Learning Commission. The school district will also provide, at its cost, appropriate academic support to ensure the delivery of quality instruction.

Appendix A notes the courses approved to be taught at the District as dual credit for the 2022-2023 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Byron Community Unit School District #226 beginning August 1, 2022, and ending June 30, 2023. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Linking Talent with Opportunity Memorandum of Understanding – Byron CUSD #226

**Linking Talent with Opportunity Program ("LTO") Dual
Credit Memorandum of Understanding between
Rock Valley College and Byron Community School
District 226**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 28th day of May, 2022 between Byron Community School District 226 ("School District"), located at 696 N. Colfax Street, Byron, Illinois 61010 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

WHEREAS, School District and Rock Valley College have come together and would like to offer high school students enrolled in School District an opportunity to receive dual high school and college level credit through the "Linking Talent with Opportunity" Program (hereinafter "LTO"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the transition of students from secondary coursework into Rock Valley College; and

WHEREAS, the Parties herein desire to enter into an Agreement setting forth the services and guidelines to be provided and followed by each Party.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. School District and Rock Valley College will make available to eligible students participating in the LTO Program certain agreed upon "dual credit courses" and "articulated credit courses," as listed in Appendix A which is attached hereto and incorporated herein.
2. All dual credit courses shall be taught by qualified and approved School District instructors ("School District Dual Credit Instructors") during the academic year.
3. All dual credit and articulated credit courses shall be taught at the School District's campuses.
4. It is further agreed upon by the Parties that the School District will:
 - a. Designate a District point-of-contact for all dual credit and articulated credit course offerings.
 - b. Follow the procedures outlined in Appendix B which is attached hereto and incorporated herein, regarding Curriculum Development, Feedback, and Approval;
 - c. Verify that School District Dual Credit Instructors meet Rock Valley College's minimum qualifications to teach including:
 - i. Dual credit instructors must submit a *Rock Valley College Dual Credit at the High School Instructor Application*.
 - ii. School District must complete *Instructor Verification* form to verify official transcripts and formal identification that are on record at District office for ICCB and HLC auditing purposes.

- d. Follow the procedures outlined in Appendix D for articulated credit courses which is attached hereto and incorporated herein;
- e. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit and articulated credit course. Dual credit course rosters will be used for Rock Valley College course registration and articulated credit course rosters will be used to track students' articulated credit eligibility;
- f. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- g. Send verified articulated credit course rosters via the shared Google Sheet within 30 days after the high school start date;
- h. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- i. Ensure that School District Articulated Credit Instructors submit high school course syllabi with identified learning outcomes and samples of class assignments, projects, and exams to Early College Department for review, and utilize the approved syllabus, appropriate textbooks, resources, and RVC approved final project or exam (if necessary) for each course as agreed upon by School District and Rock Valley College;
- j. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of classes each semester;
- k. Be responsible for School District Dual Credit Instructors collaborating with Early College Department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework are met;
- l. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor workshops and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- m. Allow Rock Valley College's chief academic officer or his or her designee, in consultation with the school district's superintendent or his or her designee, the opportunity to conduct course evaluations in a manner consistent with RVC's review and evaluation policies and procedures for on-campus adjunct faculty, including visits to the secondary class. This evaluation shall be limited to the course and the ability of the instructor to deliver quality, rigorous college credit coursework. This evaluation shall not impact the instructor's performance evaluation under Article 24A of the School Code;
- n. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock

Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;

- o. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
- p. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
- q. Provide necessary academic support and guidance to students enrolled in the program.

5. It is further agreed upon by the Parties that Rock Valley College will:

- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
- b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
- d. Provide the School District with a list of the currently approved textbooks for dual credit courses being taught at the School District;
- e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with minimum Illinois Community College Board and Higher Learning Commission qualifications to teach dual credit requirements;
- f. Provide the School District with all appropriate forms, including but not limited to a copy of the academic calendar, registration forms, certified class lists, and final grade reports;
- g. Provide guidance on appropriate placement of students using multiple measures;
- h. Evaluate and document the performance of students who complete dual credit courses, and share such data with the School District. The evaluation shall not impact the instructor's performance evaluation under the School Code.
- i. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
- j. Award appropriate college credit and record a 'T' grade on students' permanent college transcripts for students who earn a final grade of 'A' or 'B' in an articulated credit course listed in Appendix A and following the procedures outlined in Appendix D;
- k. Review this MOU annually for accuracy and pricing; and

- I. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2022-2023 academic year and will waive associated student fees.
9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit, as referenced in Appendixes A and D.
13. Participation in Dual Credit at High School by Students with Disabilities. The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Dual Credit at High School courses, provided that they are able to meet the criteria for entry into such courses:
 - a. The School District will ensure that all of its students have access to dual credit course offering information prior to course selection.
 - b. Once dual credit course rosters are finalized, the School District will indicate on the shared Google Sheet which dual credit students have an IEP or 504 plan and document the provided accommodations within the established School District practices for record keeping of these services.
 - c. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a LTO Program course on the School District's campus, in accordance with established School District practices for providing these services.
 - d. The School District and RVC shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in Dual Credit at High School courses.

Nothing contained herein shall be construed as to release the School District from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to

students with disabilities. The School District represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in Dual Credit at High School hereunder.

14. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in dual credit courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to prevent such re-disclosure.

15. This agreement will be in effect August 1, 2022 and end on June 30, 2023.

Burt Burt 4-28-22
High School Superintendent Date

Rock Valley College President Date

Christine McHenry 4-28-22
Board of Education Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Byron School District as dual credit effective during this agreement:

Dual Credit Courses
BUS 130 - Entrepreneurship Principles
CIS 102 - Introduction to Computers and Information Systems
EDU 224 - Introduction to Education
EDU 244 – Students with Disabilities in Schools
ENG 101 – Composition I
HLT 110 – Medical Terminology
HST 141 – Western Civilization I
MTH 220 – Elements of Statistics
NAD 101 – Nursing Aide
STU 103 – Workplace Ethics

The following Byron School District courses are eligible for Rock Valley College articulated credit:

High School Course Eligible for Articulated Credit	RVC Articulated Course Equivalent	Student Earns Articulated Credit by:
Introduction to Business	BUS 101	Successful completion of 3 credits any BUS, MKT, MGT, ATG, OFF, ECO

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Workshops where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the workshops. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework. Classroom visits may be requested by RVC. RVC warrants that these procedures constitute appropriate academic controls over the curriculum, as is required by the Dual Credit Act [220 ILCS 27/16] and are consistent with any State or federal law and as required or negotiated with the Higher Learning Commission or other applicable accrediting agency.

Appendix C Dual Credit Roster & Grading Procedures for Dual Credit Instructors

1. School District Dual Credit Instructors set up their Rock Valley College network account and password to complete the following processes in RVC Online Services. Individual notices will be sent to each instructor at the start of each course with EVR, midterm, and final deadline dates¹. Reminder emails will also be sent prior to each deadline date.
2. Instructors complete the Enrollment Verification ("EVR") process by the assigned **drop date** to ensure the high school roster **matches** the Rock Valley College course roster of registered students. This includes an instructor duty to initiate the following:
 - a) Drop any student who has never attended the course.
 - b) Contact the RVC Early College Office if a student who has been attending is not on the RVC roster so that they can be added.
3. Instructors submit Midterm Grades by the assigned **midterm date**.
 - a) Mark "S" for each student who is currently passing the course with a 'C' or better.
 - b) Mark "D" for each student who is currently earning a 'D' in the course.
 - c) Mark "F" for each student who is currently earning a 'F' in the course.
 - d) Mark "W" for each student who should be withdrawn from the course – students who stopped attending or have no chance of passing. RVC Early College Office must be notified prior to marking 'W' for any student.
4. Instructors send Early College notice of a student's intent to withdraw from a course by the assigned **Withdrawal** deadline. Student receives a 'W' grade on their Official RVC Transcript.
5. Instructors submit Final Grades in Online Services by the assigned **final grading deadline**, and the final grade is reported on students' Official RVC Transcripts.

¹ Missed deadline dates for EVR, midterm grades, and final grades will result in manual processes for the instructor and RVC.

Appendix D Articulated Credit Policy & Procedures

1. School District communicates intent to offer articulated credit course approximately 18 months prior to offering, but no later than 6 months before start of intended school year, and adds course information to the shared District and RVC Google Sheet.
2. High school instructor submits syllabus, textbook, and samples of assignments, tests and projects to Early College for review. Updated information must be submitted annually.
3. Rock Valley College will determine approval of the course and it will be added to Appendix A of the MOU.
4. District verifies high school rosters within 30 days from the start of the high school class via the shared Google Sheet between School District and College.
5. Students in articulated courses complete a Rock Valley College Enrollment form immediately following the high school roster verification.
6. High School provides official, verified high school final grading roster to Early College upon completion of the high school course. .
7. Students who earn an 'A' or 'B' in the high school course will be eligible for articulated credit upon the successful completion ('C' or better) in the subsequent course(s), as indicated in Appendix A.
8. Subsequent course(s) must be enrolled in and successfully completed within two years of completing the articulated course; not to exceed one year after high school graduation.
9. Students register for subsequent course(s) as part of dual credit offerings at the School District or in classes offered at Rock Valley College campuses.
10. RVC will transcript articulated credit upon successful completion of subsequent course(s) within timeframe given above.

**2022-2023 Linking Talent with Opportunity Memorandum of Understanding
Between Hononegah Community High School District #207 and Rock Valley College**

BACKGROUND:

The Linking Talent with Opportunity initiative began at Rock Valley College through a grant from the Community Foundation of Northern Illinois in 2018. Rock Valley College utilized the grant to collaborate with regional school district partners to implement pathways within high schools. Dual credit pathways offerings have increased annually since the grant was awarded, and pathways development and implementation remain at the forefront of Rock Valley College's partnerships with regional school districts.

The Linking Talent with Opportunity initiative is designed to provide qualified high school students the opportunity to enroll in dual credit classes at their high school in designated career and technical education pathways that lead to advanced standing for certificate and degree opportunities at Rock Valley College. Furthermore, this pathway initiative facilitates students' transition from secondary coursework into Rock Valley College.

The school district will provide, at its cost, a school district dual credit instructor that is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education, the Illinois Community College Board, and the Higher Learning Commission. The school district will also provide, at its cost, appropriate academic support to ensure the delivery of quality instruction.

Appendix A notes the courses approved to be taught at the District as dual credit for the 2022-2023 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Hononegah Community High School District #207 beginning August 1, 2022, and ending June 30, 2023. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Linking Talent with Opportunity Memorandum of Understanding – Hononegah CHSD #207

**Linking Talent with Opportunity Program ("LTO") Dual
Credit Memorandum of Understanding between
Rock Valley College and Hononegah Community High School
District 207**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 27th day of April, 2022 between Hononegah Community High School District 207 ("School District"), located at 307 Salem Street, Rockton, Illinois 61072 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

WHEREAS, School District and Rock Valley College have come together and would like to offer high school students enrolled in School District an opportunity to receive dual high school and college level credit through the "Linking Talent with Opportunity" Program (hereinafter "LTO"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the transition of students from secondary coursework into Rock Valley College; and

WHEREAS, the Parties herein desire to enter into an Agreement setting forth the services and guidelines to be provided and followed by each Party.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. School District and Rock Valley College will make available to eligible students participating in the LTO Program certain agreed upon "dual credit courses" and "articulated credit courses," as listed in Appendix A which is attached hereto and incorporated herein.
2. All dual credit courses shall be taught by qualified and approved School District instructors ("School District Dual Credit Instructors") during the academic year.
3. All dual credit and articulated credit courses shall be taught at the School District's campuses.
4. It is further agreed upon by the Parties that the School District will:
 - a. Designate a District point-of-contact for all dual credit and articulated credit course offerings.
 - b. Follow the procedures outlined in Appendix B which is attached hereto and incorporated herein, regarding Curriculum Development, Feedback, and Approval;
 - c. Verify that School District Dual Credit Instructors meet Rock Valley College's minimum qualifications to teach including:
 - i. Dual credit instructors must submit a *Rock Valley College Dual Credit at the High School Instructor Application*.
 - ii. School District must complete *Instructor Verification* form to verify official transcripts and formal identification that are on record at District office for ICCB and HLC auditing purposes.
 - d. Follow the procedures outlined in Appendix D for articulated credit courses which is attached

hereto and incorporated herein;

- e. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit and articulated credit course. Dual credit course rosters will be used for Rock Valley College course registration and articulated credit course rosters will be used to track students' articulated credit eligibility;
- f. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- g. Send verified articulated credit course rosters via the shared Google Sheet within 30 days after the high school start date;
- h. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- i. Ensure that School District Articulated Credit Instructors submit high school course syllabi with identified learning outcomes and samples of class assignments, projects, and exams to Early College Department for review, and utilize the approved syllabus, appropriate textbooks, resources, and RVC approved final project or exam (if necessary) for each course as agreed upon by School District and Rock Valley College;
- j. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of classes each semester;
- k. Be responsible for School District Dual Credit Instructors collaborating with Early College Department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework are met;
- l. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor workshops and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- m. Allow Rock Valley College's chief academic officer or his or her designee, in consultation with the school district's superintendent or his or her designee, the opportunity to conduct course evaluations in a manner consistent with RVC's review and evaluation policies and procedures for on-campus adjunct faculty, including visits to the secondary class. This evaluation shall be limited to the course and the ability of the instructor to deliver quality, rigorous college credit coursework. This evaluation shall not impact the instructor's performance evaluation under Article 24A of the School Code;
- n. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become

- part of each student's official college record;
- o. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - p. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
 - q. Provide necessary academic support and guidance to students enrolled in the program.
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
 - c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the currently approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with minimum Illinois Community College Board and Higher Learning Commission qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy of the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Evaluate and document the performance of students who complete dual credit courses, and share such data with the School District. The evaluation shall not impact the instructor's performance evaluation under the School Code.
 - i. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - j. Award appropriate college credit and record a 'T' grade on students' permanent college transcripts for students who earn a final grade of 'A' or 'B' in an articulated credit course listed in Appendix A and following the procedures outlined in Appendix D;
 - k. Review this MOU annually for accuracy and pricing; and

- I. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2022-2023 academic year and will waive associated student fees.
9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit, as referenced in Appendixes A and D.
13. Participation in Dual Credit at High School by Students with Disabilities. The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Dual Credit at High School courses, provided that they are able to meet the criteria for entry into such courses:
 - a. The School District will ensure that all of its students have access to dual credit course offering information prior to course selection.
 - b. Once dual credit course rosters are finalized, the School District will indicate on the shared Google Sheet which dual credit students have an IEP or 504 plan and document the provided accommodations within the established School District practices for record keeping of these services.
 - c. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a LTO Program course on the School District's campus, in accordance with established School District practices for providing these services.
 - d. The School District and RVC shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in Dual Credit at High School courses.

Nothing contained herein shall be construed as to release the School District from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to

students with disabilities. The School District represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in Dual Credit at High School hereunder.

14. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in dual credit courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to prevent such re-disclosure.

15. This agreement will be in effect August 1, 2022 and end on June 30, 2023.

<u>Robert J. Degen</u>	_____
High School Superintendent	_____
<u>Richard R. Degen 7/27/22</u>	_____
Date	Rock Valley College President Date
<u>David J. Kudlakus</u>	_____
_____	_____
<u>[Signature] 7/26/22</u>	_____
Board of Education Date	Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Hononegah School District as dual credit effective during this agreement:

Dual Credit Courses
ATM 106 – Introduction to Automotive Electrical Systems & Powertrains
EGR 101 – Introduction to Engineering
GAT 101 – Introduction to Graphic Arts Technology
GAT 110 – Introduction to Photoshop
GAT 115- Digital Design & Illustration
WEB 101 – Programming Related to the Internet

The following Hononegah School District courses are eligible for Rock Valley College articulated credit:

High School Course Eligible for Articulated Credit	RVC Articulated Course Equivalent	Student Earns Articulated Credit by:
Introduction to Brake & Chassis Systems	ATM 105	Successful completion of ATM 106

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Workshops where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the workshops. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework. Classroom visits may be requested by RVC. RVC warrants that these procedures constitute appropriate academic controls over the curriculum, as is required by the Dual Credit Act [220 ILCS 27/16] and are consistent with any State or federal law and as required or negotiated with the Higher Learning Commission or other applicable accrediting agency.

Appendix C Dual Credit Roster & Grading Procedures for Dual Credit Instructors

1. School District Dual Credit Instructors set up their Rock Valley College network account and password to complete the following processes in RVC Online Services. Individual notices will be sent to each instructor at the start of each course with EVR, midterm, and final deadline dates¹. Reminder emails will also be sent prior to each deadline date.
2. Instructors complete the Enrollment Verification ("EVR") process by the assigned **drop date** to ensure the high school roster **matches** the Rock Valley College course roster of registered students. This includes an instructor duty to initiate the following:
 - a) Drop any student who has never attended the course.
 - b) Contact the RVC Early College Office if a student who has been attending is not on the RVC roster so that they can be added.
3. Instructors submit Midterm Grades by the assigned **midterm date**.
 - a) Mark "S" for each student who is currently passing the course with a 'C' or better.
 - b) Mark "D" for each student who is currently earning a 'D' in the course.
 - c) Mark "F" for each student who is currently earning a 'F' in the course.
 - d) Mark "W" for each student who should be withdrawn from the course – students who stopped attending or have no chance of passing. RVC Early College Office must be notified prior to marking 'W' for any student.
4. Instructors send Early College notice of a student's intent to withdraw from a course by the assigned **Withdrawal** deadline. Student receives a 'W' grade on their Official RVC Transcript.
5. Instructors submit Final Grades in Online Services by the assigned **final grading deadline**, and the final grade is reported on students' Official RVC Transcripts.

¹ Missed deadline dates for EVR, midterm grades, and final grades will result in manual processes for the instructor and RVC.

Appendix D Articulated Credit Policy & Procedures

1. School District communicates intent to offer articulated credit course approximately 18 months prior to offering, but no later than 6 months before start of intended school year, and adds course information to the shared District and RVC Google Sheet.
2. High school instructor submits syllabus, textbook, and samples of assignments, tests and projects to Early College for review. Updated information must be submitted annually.
3. Rock Valley College will determine approval of the course and it will be added to Appendix A of the MOU.
4. District verifies high school rosters within 30 days from the start of the high school class via the shared Google Sheet between School District and College.
5. Students in articulated courses complete a Rock Valley College Enrollment form immediately following the high school roster verification.
6. High School provides official, verified high school final grading roster to Early College upon completion of the high school course. .
7. Students who earn an 'A' or 'B' in the high school course will be eligible for articulated credit upon the successful completion ('C' or better) in the subsequent course(s), as indicated in Appendix A.
8. Subsequent course(s) must be enrolled in and successfully completed within two years of completing the articulated course; not to exceed one year after high school graduation.
9. Students register for subsequent course(s) as part of dual credit offerings at the School District or in classes offered at Rock Valley College campuses.
10. RVC will transcript articulated credit upon successful completion of subsequent course(s) within timeframe given above.

**2022-2023 Dual Credit Memorandum of Understanding
Between South Beloit CUSD #320 and Rock Valley College**

BACKGROUND:

To provide consistency across school districts and align with the Dual Credit Quality Act, Rock Valley College developed a Memorandum of Understanding to utilize with districts offering dual credit at high school courses not included in the Linking Talent with Opportunities pathways initiative. These dual credit courses are taught by qualified high school instructors and are designed to allow qualified students to receive college credit while in high school.

The school district will provide at their cost a school district dual credit instructor that is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education, the Illinois Community College Board, and the Higher Learning Commission. The school district will also provide, at its cost, appropriate academic support to ensure the delivery of quality instruction.

Appendix A notes the courses planned to be taught at the District as dual credit for the 2022-2023 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Memorandum of Understanding between Rock Valley College and South Beloit Community Unit School District #320 beginning August 1, 2022, and ending June 30, 2023. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Dual Credit
Memorandum of Understanding between
Rock Valley College and South Beloit Community Unit School
District 320

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 11 day of May, 2022 between South Beloit Community Unit School District 320 ("School District"), located at 850 Hayes Avenue, South Beloit, Illinois 61080 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

WHEREAS, School District and Rock Valley College have come together and would like to offer high school students enrolled in School District an opportunity to receive dual high school and college level credit through the Dual Credit Program; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the transition of students from secondary coursework into Rock Valley College; and

WHEREAS, the Parties herein desire to enter into an Agreement setting forth the services and guidelines to be provided and followed by each Party.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. School District and Rock Valley College will make available to eligible students participating in the Dual Credit Program certain agreed upon "dual credit courses" as listed in Appendix A which is attached hereto and incorporated herein.
2. All dual credit courses shall be taught by qualified and approved School District instructors ("School District Dual Credit Instructors") during the academic year.
3. All dual credit courses shall be taught at the School District's campuses.
4. It is further agreed upon by the Parties that the School District will:
 - a. Designate a District point-of-contact for all dual credit and articulated credit course offerings.
 - b. Follow the procedures outlined in Appendix B which is attached hereto and incorporated herein, regarding Curriculum Development, Feedback, and Approval;
 - c. Verify that School District Dual Credit Instructors meet Rock Valley College's minimum qualifications to teach including:
 - i. Dual credit instructors must submit a *Rock Valley College Dual Credit at the High School Instructor Application*.
 - ii. School District must complete *Instructor Verification* form to verify official transcripts and formal identification that are on record at District office for ICCB and HLC auditing purposes.
 - d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to

track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;

- e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of classes each semester;
- h. Be responsible for School District Dual Credit Instructors collaborating with Early College Department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework are met;
- i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor workshops and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- j. Allow Rock Valley College's chief academic officer or his or her designee, in consultation with the school district's superintendent or his or her designee, the opportunity to conduct course evaluations in a manner consistent with RVC's review and evaluation policies and procedures for on-campus adjunct faculty, including visits to the secondary class. This evaluation shall be limited to the course and the ability of the instructor to deliver quality, rigorous college credit coursework. This evaluation shall not impact the instructor's performance evaluation under Article 24A of the School Code;
- k. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
- l. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
- m. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
- n. Provide necessary academic support and guidance to students enrolled in the program.

5. It is further agreed upon by the Parties that Rock Valley College will:

- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;

- b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
 - c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the currently approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with minimum Illinois Community College Board and Higher Learning Commission qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy of the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Evaluate and document the performance of students who complete dual credit courses, and share such data with the School District. The evaluation shall not impact the instructor's performance evaluation under the School Code.
 - i. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - j. Review this MOU annually for accuracy and pricing; and
 - k. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2022-2023 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated

with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.

11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.
13. Participation in Dual Credit at High School by Students with Disabilities. The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Dual Credit at High School courses, provided that they are able to meet the criteria for entry into such courses:
 - a. The School District will ensure that all of its students have access to dual credit course offering information prior to course selection.
 - b. Once dual credit course rosters are finalized, the School District will indicate on the shared Google Sheet which dual credit students have an IEP or 504 plan and document the provided accommodations within the established School District practices for record keeping of these services.
 - c. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a LTO Program course on the School District's campus, in accordance with established School District practices for providing these services.
 - d. The School District and RVC shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in Dual Credit at High School courses.

Nothing contained herein shall be construed as to release the School District from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to students with disabilities. The School District represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in Dual Credit at High School hereunder.

14. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in dual credit courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to

prevent such re-disclosure.

15. This agreement will be in effect August 1, 2022 and end on June 30, 2023.

Scott Fisher 5-11-22
High School Superintendent Date

Rock Valley College President Date

Scott M. Bonnet 5/10/22
Board of Education Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at South Beloit School District as dual credit effective during this agreement:

Dual Credit Courses
ENG 101 – Composition I
ENG 103 – Composition II

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Workshops where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the workshops. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework. Classroom visits may be requested by RVC. RVC warrants that these procedures constitute appropriate academic controls over the curriculum, as is required by the Dual Credit Act [220 ILCS 27/16] and are consistent with any State or federal law and as required or negotiated with the Higher Learning Commission or other applicable accrediting agency.

Appendix C Dual Credit Roster & Grading Procedures for Dual Credit Instructors

1. School District Dual Credit Instructors set up their Rock Valley College network account and password to complete the following processes in RVC Online Services. Individual notices will be sent to each instructor at the start of each course with EVR, midterm, and final deadline dates¹. Reminder emails will also be sent prior to each deadline date.
2. Instructors complete the Enrollment Verification (“EVR”) process by the assigned **drop date** to ensure the high school roster **matches** the Rock Valley College course roster of registered students. This includes an instructor duty to initiate the following:
 - a) Drop any student who has never attended the course.
 - b) Contact the RVC Early College Office if a student who has been attending is not on the RVC roster so that they can be added.
3. Instructors submit Midterm Grades by the assigned **midterm date**.
 - a) Mark “S” for each student who is currently passing the course with a ‘C’ or better.
 - b) Mark “D” for each student who is currently earning a ‘D’ in the course.
 - c) Mark “F” for each student who is currently earning a ‘F’ in the course.
 - d) Mark “W” for each student who should be withdrawn from the course – students who stopped attending or have no chance of passing. RVC Early College Office must be notified prior to marking ‘W’ for any student.
4. Instructors send Early College notice of a student’s intent to withdraw from a course by the assigned **Withdrawal** deadline. Student receives a ‘W’ grade on their Official RVC Transcript.
5. Instructors submit Final Grades in Online Services by the assigned **final grading deadline**, and the final grade is reported on students’ Official RVC Transcripts.

¹ Missed deadline dates for EVR, midterm grades, and final grades will result in manual processes for the instructor and RVC.

Intergovernmental Cooperation Agreement: 2022-2023 IDOT Highway Construction Careers Training Program

Background:

This Intergovernmental Cooperation Agreement (“Agreement”) is between the Illinois Department of Transportation and Rock Valley College. Under the Agreement, the College shall administer the Highway Construction Careers Training Program (HCCTP), teaching highway construction industry “trade and life” skills to selected trainees who reflect the characteristics of the under-represented population of the Federal Highway Administration On-the-Job Training (OJR) Program. The program takes place at ten community colleges within Illinois, including college-approved work-site locations.

Rock Valley College has been providing training for the HCCTP since 2009. Previously, RVC has been the grantee for HCCTP, with ICCB being the grantor. In FY2018, IDOT decided to execute Intergovernmental Agreements with the 12 community colleges individually and removed ICCB from the process. As of FY2022, HCCTP is offered at ten community colleges in IL. RVC will complete its twenty-first class on June 9, 2022, for the program. Since FY2019 and the new reporting arrangements, there have been 48 participants (223 overall), with 42 completing the program (88%). Twenty-three HCCTP graduates have been placed with trade union apprenticeship programs, three individuals have continued their higher education, four have elected not to pursue careers in construction, and three moved into full-time employment related to the training received in the program. Nine graduates are still pursuing apprenticeship opportunities.

Program goals under the HCCTP include providing highway construction/industry trade and life-skills training to trainees who meet the criteria, providing a stipend at an hourly rate to assist with training-related expenses, including but not limited to childcare and transportation while the trainee participates in the training program, providing safety equipment, safety wear, footwear, and basic hand tools for the selected trainees during the training program, and upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, providing tools and/or safety equipment to enter into a highway construction job, and assisting and placing members of the under-represented population into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors. It is anticipated that there will be 24 trainees participating in the program for this fiscal year. Under the Agreement, IDOT will compensate Rock Valley College at a not-to-exceed amount of \$336,819 to administer the HCCTP.

Recommendation:

It is recommended that the Board of Trustees approve an Intergovernmental Cooperation Agreement (“Agreement”) between the Illinois Department of Transportation and Rock Valley College at a not-to-exceed amount of \$336,819 for Rock Valley College to administer the 2022-2023 IDOT Highway Construction Careers Training Program. **Attorney Reviewed**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: HCCTP 2023 Intergovernmental Agreement; Attachment A; Attachment B; Attachment C



Intergovernmental Agreement

Print Form

Reset Form

Governmental Body Name	Agreement Number
Rock Valley College	

Address	City	State	Zip Code
3301 North Mulford Road	Rockford	IL	61114

Remittance Address (if different from above)	City	State	Zip Code

Phone	Unique Entity Identifier (UEI)	FEIN/TIN	DUNS

Brief Description of Service (full description specified in Part 5)

Pursuant to 23 CFR 230.113, the Department will partner with Rock Valley College to provide supportive services including, but not limited to, recruiting, counseling, remedial training, with special emphasis upon increasing training opportunities for members of minority groups and women.

Compensation Method (full details specified in Part 6)

Schedule of Rates

Total Compensation Amount	Advance Pay	Start Date	Agreement Term
\$336, 419 (not to exceed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/22	Expiration Date 06/30/23

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature	Date
-----------	------

Name	Title
------	-------

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Signature	Date	Omer Osman, P.E., Secretary of Transportation	Date
-----------	------	---	------

Delegate Name

Printed Name

Printed Title

Signature	Date	Vicki Wilson, Chief Fiscal Officer	Date
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Yangsu Kim, Chief Counsel	Date
---------------------------	------

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR**

THE 2022-2023 IDOT HIGHWAY CONSTRUCTION CAREERS TRAINING PROGRAM

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

Rock Valley College
3301 North Mulford Road
Rockford, IL 61114

Attention

Yvonne Busker

Email

y.busker@rockvalleycollege.edu

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/22 and will expire 06/30/23
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may be renewed upon written agreements by the parties.

Part 2
GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53; U.S. Code Title 23-Highways; the Moving Ahead for Progress in the 21st Century Act (MAP-21, Public Law 112-141), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:

- a. The lobbying restrictions of this Certification apply to GOVERNMENTAL BODY requests:
 - (i) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (ii) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- b. This Certification applies to the lobbying activities of: (1) GOVERNMENTAL BODY,
 - (i) Its Principals, and
 - (ii) Its Subrecipients at the first tier,

2. GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

- (i) An officer or employee of any Federal agency regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

b. GOVERNMENTAL BODY will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (i) An officer or employee of an Federal agency regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
- (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:

- (i) Federal Grant or Cooperative Agreement, or
- (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

3. GOVERNMENTAL BODY understands that:

- a. This Certification is a material representation of fact that the Federal Government relies on, and
- b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (i) Federal Grant or Cooperative Agreement, or
 - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

4. GOVERNMENTAL BODY also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the DEPARTMENT of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public with complaints of discrimination in the provision of transportation-related services, or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title IV implementing procedures as U.S. DOT or FTA may request.

D. Control of Property The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

CHOOSE ONE THAT IS APPLICABLE

E. Cost Principles [Apply to institutions of higher education only] The GOVERNMENTAL BODY certifies that the cost principles and indirect/Facilities & Administration (F&A) cost identification and assignment, and rate determination of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix III to Part 200 and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix III to Part 200.

- F. Debarment** The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. Audit Requirements** The GOVERNMENTAL BODY certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, Section 200.501, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards, as follows:

1. **Audit required** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
2. **Single audit** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.
3. **Program-specific audit election** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
4. **Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
5. Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.
 - a. A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

- b. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
6. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
7. **Reporting package** The reporting package must include the following:
- a. Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;
 - b. Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
 - c. Auditor's report(s) discussed in §200.515 Audit reporting; and
 - d. Corrective action plan discussed in §200.511 Audit findings follow-up; paragraph (c).
- H. Drug Free Workplace** The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. Disadvantaged Business Enterprise Assurance** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from the Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

- M. Davis-Bacon Act** To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**
As required by OMB, the GOVERNMENTAL BODY certifies that it:
1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 4. Will initiate and complete the work within the applicable project time periods;
 5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title IV of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs;
 - Executive Order No. 13559, 75 Fed. Reg. 71319 (Nov. 17, 2010), § 2(d), which prohibits organizations (that receive Federal assistance under social service programs) from discriminating against beneficiaries, or prospective beneficiaries of social service programs on the basis of religion or religious belief;
 - Any other nondiscrimination statute(s) that may apply to the project.
 - The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
 6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - GOVERNMENTAL BODY will comply with the environmental protection for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");

- The Wild and Scenic Rivers Acts of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers systems; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
 - (1) will provide for fair and equitable treatment for any displaced persons, or any persons whose property is acquired as a result of federally-funded programs;
 - (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act, 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655; and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) As required by 49 CFR Part 24, the GOVERNMENTAL BODY will adequately inform each affected person of the benefits, policies, and procedures,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals; and
 2. Displaced corporations, associations, or partnerships;
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) GOVERNMENTAL BODY/Grantee/Vendor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services; and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) As required by 42 U.S.C. 4651 and 4652, it will be guided by the real property acquisition policies;
 - (g) As required by 42 U.S.C. 4653 and 4654, it will pay or reimburse property owners for their necessary expenses, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) As required, it will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements;
 - (i) As required, it will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances;
 - (j) As required, it will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition; and
 - (k) As required, it will provide in any affected document that these relocation and land acquisition provisions must supercede any conflicting provisions;
 - The Hatch Act, 5 U.S.C. 1501-1508, 7324 - 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, which requires Federal agencies to review the effect of their undertakings on historic properties;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;

- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

- O. Energy Conservation** To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- P. Clean Water** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility for Employment in The United States** The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance** The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes or Breaches** The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products** To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.
- Z. Cargo Preference** Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. §55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance Measurement** The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project Closeout** Pursuant to CFR Part 200.343, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC. System Management Award** GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative **penalties** for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federal funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4
SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

Ronald S. Brown, Contract Compliance Section Mgr.

Address

2300 South Dirksen Parkway, Room 319

City

State

Zip Code

Springfield

IL

62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Intellectual Property** The "HIGHWAY CONSTRUCTION CAREERS TRAINING PROGRAM" and "HCCTP" name, HCCTP logos and designs, HCCTP coursework, documents, and website, and any and all other HCCTP records (the "materials") of any kind that exist, whatsoever, are the sole and exclusive intellectual property of the Illinois Department of Transportation, Office of Business and Workforce Diversity. Any unauthorized use, taking, infringement, partial incorporation, rebranding and/or other appropriation is strictly prohibited, and constitutes an unlawful trademark and/or copyright violation. Any party or entity found to be in violation of these intellectual property rights of the Department will be prosecuted to the fullest extent of the law. To inquire about a potential limited, single use license to utilize the materials, please contact the Office of Business and Workforce Diversity at 217/782-5490 or email Ronald S. Brown at ronald.brown@illinois.gov.
- G. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall

be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- H. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- I. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- J. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement are limited to those described in Part 5. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Rock Valley College

Taxpayer Identification Number: 362557781

Legal Status (check one):

Tax-exempt Government Other

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

See Attachment A.

**PART 6
COMPENSATION FOR SERVICES**

Funding

Rock Valley College	\$336,419.00	
Subtotal	\$336,419.00	
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL	\$336,419.00	

Funding Breakdown

See Attachment B.

Budget

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PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Rock Valley College, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

**PART 8
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature	Date
Title	

Subrecipient Contact Information

Subrecipient			
Contact Person		Title	
Address		City	State Zip Code
Phone	Fax	Fiscal Year End	E-mail

ATTACHMENT A

PART 5

SCOPE OF SERVICE/RESPONSIBILITIES

HISTORY & NARRATIVE

The GOVERNMENTAL BODY in coordination with the DEPARTMENT shall administer the Highway Construction Careers Training Program (HCCTP), teaching highway construction industry 'trade and life' skills to selected trainees who reflect the characteristics of the under-represented population of the Federal Highway Administration On-The-Job Training (OJT) Program. The Program will take place at 12 (twelve) community colleges within the state of Illinois which includes college approved work-site locations.

The DEPARTMENT signed an Intergovernmental Agreement with the Illinois Community College Board on November 9, 2009, to oversee IDOT's Highway Construction Careers Training Program (HCCTP). During the first year of the program, HCCTP's were established at eight community colleges throughout IDOT's Highway Districts 1 through 7 and 9. Effective July 1, 2011, IDOT added two additional colleges in District 8. Effective August 28, 2013, IDOT added one additional college in each IDOT District, 1 and 2. Effective July 1, 2017, IDOT transitioned to individual IGAs with each HCCTP college. Effective July 1, 2022, the HCCTP is now comprised of (11) eleven community college training programs and is established in IDOT Districts 1-6, and 8 and 9.

IDOT's OJT program entry requirements for the HCCTP are as follows; the selected trainee shall:

1. Display an interest in the highway construction industry trades;
2. Be at least 18 years of age;
3. Be a female, minority, or disadvantaged individual (as referenced under 23 C.F.R., Part 230). *This condition is desired but not required for an applicant to participate in the program.*
4. Have dependable childcare arrangements if necessary;
5. Possess a high school diploma or GED;
6. Have appropriate assessment scores;
7. Hold a valid driver's license; and
8. Consent to and pass an initial drug screening test and potential random tests.

Since the program's creation, the curriculum continues to evolve to more of a targeted trades curriculum that is based on the needs of the highway contractors and unions in each of their individual areas of the state.

PURPOSE STATEMENT

The DEPARTMENT has requested federal funds to partially fund its program designed to provide training in highway construction industry trade and life skills, financial assistance (stipends) for transportation/childcare, and construction tools/safety wear/footwear/safety equipment, as identified as current barriers in the needs assessment, to minorities, women and disadvantaged

individuals in an effort to increase the under-represented group's employment in the highway construction workforce.

PROGRAM GOALS

The GOVERNMENTAL BODY should expect to achieve the following four goals at the end of the OJT program's performance period:

1. Provide Highway Construction/Industry Trade & Life Skills Training to Selected Trainees who meet the criteria.
2. Provide a stipend at an hourly rate to assist with transportation and/or childcare expenses while the selected trainee participates in the training program.
3. Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program and, **upon acceptance** into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.
4. Assist and place members of the under-represented population into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

RESULTS-ORIENTED OBJECTIVES & ACTION PLAN

The DEPARTMENT has established specific performance goals to help ensure accountability and enable the GOVERNMENTAL BODY to document and assess the effectiveness of its HCCTP. Below are the performance activities, objectives, and goals that are tied directly to the barriers listed in the DEPARTMENT's OJT Needs Assessment:

Goal #1

Provide highway construction industry trade and life skills training to selected trainees who meet the criteria.

Objective Elements

1. **Services:** Highway construction industry trade and life skills training
2. **Measurable Achievement:** At least 90 percent (22) of the 24 trainees of the under-represented population will complete the HCCTP.
3. **Projected Completion Date: June 30, 2023**

Goal #2

Provide a stipend at an hourly rate to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses while the selected trainee participates in the training program.

Objective Elements

1. **Services:** Stipends for expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses.
2. **Measurable Achievement:** 100 percent of under-represented population will be provided a \$10/hour stipend while participating in the training program.
3. **Projected Completion Date: June 30, 2023**

Goal #3

Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program as needed and, **upon acceptance** into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.

Objective Elements

1. **Services:** Safety wear, footwear, tools and/or safety equipment
2. **Measurable Achievement:** Selected trainees will be provided safety equipment, safety wear, footwear and basic hand tools during the training program as necessary and, upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, selected trainees will be provided tools, and/or safety equipment, as necessary, for their new position as needed.
3. **Projected Completion Date: June 30, 2023**

Goal #4

Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

Objective Elements

1. **Services:** Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs and/or with DEPARTMENT highway construction contractors.
2. **Measurable Achievement:** Of the 100 percent of graduates being assisted with placement, 70 percent of the population will be employed, with 30 percent of those placed into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

3. Projected Completion Date: June 30, 2023

The GOVERNMENTAL BODY shall adhere to and complete the following assignments, objectives, and activities within the timeline in their efforts to meet the stated goals (please reference the associated goal in the preceding text).

Goal #1

Provide highway construction industry trade and life skills training to selected trainees who meet the criteria.

Trainee Selection and Training Process:

Timeline:

Administrative and Instructional Activities	Person Responsible	Date
Identify potential program trainees interested in the DEPARTMENT'S training program.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Review applications, conduct trainee interviews, select program participants and conduct drug screening tests. Develop curriculum and/or make curriculum changes.	HCCTP community college staff located in each district	July 1, 2022– June 30, 2023
Enroll selected participants/trainees that meet program requirements and are committed to completing the DEPARTMENT's training program.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
The DEPARTMENT's program participants/selected trainees begin training sessions. Classwork and hands-on-training begins.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Provide counseling services for assistance in classroom or work-related problems.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Provide monitoring on a daily basis and offer remediation in any problem area(s).	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023

Emphasize life-long learning and provide opportunities for further education.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
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Goal #2

Provide a stipend of \$10/hour to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses while the target population participates in the training program.

Administrative Activities	Person Responsible	Date
Provide stipends to selected trainees for expenses associated with participation in the training program to include but not limited to transportation and/or child care expenses.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023

Goal #3

Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program as needed and, upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.

Timeline for Activities:

Administrative Activities	Person Responsible	Date
Provide the basic tools, safety wear, footwear and safety equipment (goggles, safety vest, hard hat) to the selected trainees at the start of the training program.	HCCTP community college staff located in each district	July 1, 2022– June 30, 2023

Upon acceptance into an apprenticeship or other highway construction-related position, provide trainees with tools and/or safety equipment as necessary for their new position.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
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Goal #4

Assist and place graduates of the program into Illinois highway construction trade unions, apprenticeship programs and/or with IDOT highway construction contractors.

Timeline for Activities:

Administrative Activities	Person Responsible	Date
Contact each district's unions, contractors and interested individuals.	HCCTP staff, HCCTP community college staff located in each District	July 1, 2022 – June 30, 2023
Coordinate meetings between the various groups in each district to discuss the aspects of the district training programs and reach consensus on district workforce advisory committees.	HCCTP Staff, HCCTP community college staff located in each District	July 1, 2022 – June 30, 2023
Assist the DEPARTMENT's contractors to obtain qualified minorities, women and disadvantaged individuals as needed from the District training programs to allow for their adequate utilization in the contractors' workforces.	HCCTP Staff, HCCTP community college staff located in each District, and IDOT District EEO Officers	July 1, 2022 – June 30, 2023
Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.	HCCTP Staff, HCCTP community college staff located in each District, DEPARTMENT District EEO Officers, and workforce advisory committee	July 1, 2022 – June 30, 2023
Conduct follow-up with each graduate/placement after graduation every 30 days to ascertain employment status of individual.	HCCTP community college staff located in each District, HCCTP Staff	July 1, 2022 – June 30, 2023

DELIVERABLES:

In coordination with the DEPARTMENT, the GOVERNMENTAL BODY shall strictly adhere to the following:

EVALUATION AND MONITORING PLAN

Program Objective #1

Provide basic and intermediate highway construction industry trade and life skills training to minorities, women and disadvantaged individuals with a goal of 90 percent (22) of the 24 trainees graduating by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #1:** number of trainees that begin and complete each training session, monthly attendance/trainee progress reports, transcripts for each trainee, and monthly activity reports from the GOVERNMENTAL BODY and its District community colleges.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data on each trainee enrolled in the training sessions, trainee attendance data and progress assessments, trainee drug screening test results, and program graduation results.
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #2

Provide stipends to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses to 100 percent of the selected trainees while they participate in the training program by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #2:** Stipend payments made by the GOVERNMENTAL BODY and its District community colleges will provide evidence that each trainee who met the training program requirements received his/her stipend during the training program.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data on each trainee who received stipends (identifying number, total dollar amount, reason for payment, i.e., training program).
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #3

Provide safety equipment, and basic tools and as off-site training requires, appropriate safety wear and footwear to selected trainees as needed, and as necessary, tools and/or safety equipment to selected trainees that are accepted into an apprenticeship or other highway construction-related position during or following the completion of the training program by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #3:** Receipts for safety equipment, safety wear, footwear and basic tools that are purchased by the district

community colleges for use during the training programs and receipts for tools and/or safety equipment that are purchased specifically for a graduate trainee (with name of trainee, trainee's signature, and reason for purchase) that have been submitted to the DEPARTMENT by the GOVERNMENTAL BODY and its District community college for reimbursement.

- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data (item description, quantity and cost) on the safety equipment, safety wear, footwear and basic tools purchased by the district community colleges and data (item description, quantity, cost, job position) on each graduate trainee who received tools and/or safety equipment as a result of being placed.
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #4

Assist in placing 100 percent, assist in employability, and placing 30 percent, of the program graduating 'class' into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENTAL construction contractors by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #4:** Documentation evidencing employment, TPG (Trainee Program Graduate) Special Provision, placements or placement assistance to trainees (letters/emails/faxes of placements, referrals, union membership, contractor inquiries) submitted by the district community colleges, DEPARTMENT's EEO Officers, workforce advisory committee participants, and the DEPARTMENT's OJT/SS program director and staff.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data will be compiled to document/track all trainees that are provided placement assistance, as well as trainee placements. Data will also be maintained regarding trainees who experience difficulty in becoming placed and what efforts were taken to address the area(s) of concern.
- C. **Person(s) responsible for collection of information:** HCCTP Community Colleges

PROGRAM ADMINISTRATION

Supplies and/or Services to be provided and Rate of Compensation

For providing each supply and/or service listed herein, the DEPARTMENT will compensate the GOVERNMENTAL BODY. Prices will include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this AGREEMENT.

The GOVERNMENTAL BODY will establish a Highway Construction Careers Training Program (HCCTP) that is opened to all qualified individuals, but is designed to provide qualified minorities, women and disadvantaged individuals with training in highway construction careers, where this group has been under-represented. An HCCTP goal is to expand the pool of individuals who are qualified to work on the Department's highway construction projects. The HCCTP will also emphasize life-long learning and provide opportunities for further education and assistance to improve employability in Illinois' highway construction industry. The DEPARTMENT's USDOT

Federal Highway Administration On-the-Job Training Supportive Services Statement of Work is incorporated by reference and made a part of this Intergovernmental Agreement.

PROGRAM DETAIL: PROCESSES AND RESPONSIBILITIES

The GOVERNMENTAL BODY will:

- A.** Be responsible for primary contact and communication with Illinois highway construction contractors, trade unions, workforce advisory groups and the coordination of activities of its subcontractors.
- B.** Together with the DEPARTMENT, GOVERNMENTAL BODY shall seek the counsel and advice of Illinois highway construction contractors, trade unions and workforce advisory groups as appropriate;
- C.** Through Illinois community colleges, provide a \$10.00/hour stipend to each trainee for up to 450 hours of training to assist trainees with expenses associated with participation in the training program to include but not limited to transportation and/or child care expenses.* Reimbursement will be disallowed for expenses incurred beyond 450 hours without prior written approval from the Department. A tool/safety clothing/boots allowance will be provided as outlined in the Compensation for Services. Invoices for tools purchased as “take away” for trainees must include individual trainee names and must not exceed \$350 per trainee. Invoices for tools purchased for the program to utilize for multiple training sessions must be debited from the subcontractor line item. Only safety clothing in compliance with OSHA PPE guidelines will be considered for reimbursement by the Department, and to the extent approved, must be debited from the subcontractor line item. Invoices for boots purchased as “take away” for trainees must include individual trainee names, and to the extent approved, must be debited from the subcontractor line item.

*Reimbursement for a training program participant’s travel to and from the training program shall not be allowed, i.e.; bus passes, commuter rail, or other transportation modes.

- D.** Provide Coordinators for the delivery of trainee support throughout the life of the HCCTP; and
- E.** Provide a HCCTP progress report on a quarterly basis to the DEPARTMENT no later than the 15th day after the quarter end.
- F.** Provide a HCCTP weekly update to the DEPARTMENT no later than Wednesday of the following week.
- G.** Through the use of acquired resources (i.e., Illinois community colleges), accomplish the following tasks:

1. Provide Recruiting and Marketing:

Recruit candidates through various means, e.g., community college advertisement, DEPARTMENT EEO Officers, highway construction contractors, trade unions, workforce advisory groups, word-of-mouth, governmental agencies, state and local media, faith-based organizations, etc. The GOVERNMENTAL BODY must provide to the DEPARTMENT documentation to substantiate the recruitment and marketing activities for each training session. Candidates must meet the following requirements:

- Interest in highway construction industry trades;
- Be at least 18 years of age;
- Be a female, minority, or disadvantaged individual (as referenced under 23 C.F.R. Part 230); This condition is desired, but not required for an applicant to participate in the Program.
- Have dependable childcare arrangements, if necessary;
- Possess a high school diploma or GED;
- Have appropriate assessment scores;
- Hold a valid driver's license; and
- Consent to and pass an initial drug screening test and potential random tests.

For those who meet the minimum requirements, each candidate will undergo an interview and orientation process in order to qualify for selection into the HCCTP. The DEPARTMENT will participate in potential candidate interviews. No candidate for the HCCTP shall be disqualified for consideration on the basis of monies owed for past college activities. THE GOVERNMENTAL BODY must provide the DEPARTMENT with application data and supporting documentation for selection process.

2. Training Curriculum:

The GOVERNMENTAL BODY is responsible for the coordination and delivery of the HCCTP. The GOVERNMENTAL BODY will consider input from the DEPARTMENT and the workforce advisory groups regarding recommendations for curriculum development and improvement based on the needs of the highway construction contractors and highway construction trade unions.

Utilizing the HCCTP Training Manual, the GOVERNMENTAL BODY must provide their chosen curriculum, and any subsequent changes to the curriculum, to the DEPARTMENT. The GOVERNMENTAL BODY must

provide detailed information for all field training activities prior to commencement. Detail must include the specific project, skill set to be acquired, estimated cost of the project and specific materials/equipment necessary for successful training. Field training activities must receive approval from the DEPARTMENT prior to commencement. The GOVERNMENTAL BODY may utilize an online training format if needed. The implementation and coordination of any remote or distance learning must be approved by the DEPARTMENT prior to instruction.

The overall curriculum may include, but is not limited to the following topics that are recommended for the highway construction trades:

- Mathematics for the Trades; (Mandatory for every training session.)
- OSHA Site Safety; (Mandatory for every training session.)
- Work Keys;
- Highway Construction Prep / Job Readiness; (Mandatory for every training session.)
- Concrete Technician Skills;
- Excavation (Operating Engineer Basics);
- Blue Print Reading;
- Welding & Cutting;
- Construction Quantity/Cost Estimating;
- Construction Surveying-Layout;
- Plans and Specifications;
- Materials Properties-Testing;
- Construction Scheduling;
- Basic Mechanics;
- Safety;
- Construction-related computer software; and
- Heavy & Highway Carpentry

3. Conduct Training Sessions:

- a. Provide up to five training sessions per academic year. Each session will consist of up to 450 hours of highway construction training, with a class size not to exceed 25 trainees per session;
- b. During the training sessions, each trainee will be expected to:
 - Provide daily transportation to and from the training program.
 - Follow the absenteeism policy of the GOVERNMENTAL BODY HCCTP in which the trainee is enrolled; and
 - Consent to and pass random drug screening tests, on a random basis and any time it is suspected that alcohol and/or illegal drugs are being used*.

*All drug and alcohol screenings on suspicion of use and on a random basis shall be performed in conformance with written policies of the ICCB or the Illinois community college requesting the screenings.

The GOVERNMENTAL BODY will submit supporting documentation of costs incurred for drug screening tests for reimbursement from the DEPARTMENT. See Part 6, Compensation for Services, for the maximum dollar amount allowed for drug screening tests.

- c. Create and maintain a trainee report for each trainee that starts a training session;
- d. Train **24** applicants on a yearly statewide basis;
- e. Provide completion certificates to the successful HCCTP graduates; and
- f. Achieve a goal of at least 90 percent (22 of 24 trainees) of the target population successfully completing the training program.

4. Facilitate Placements:

- a. Place 30 percent (8 of 24 trainees) of the target population with the DEPARTMENT's highway construction contractors or into Illinois highway construction trade unions and/or apprenticeship programs within one year from the start of the training sessions; and
- b. Provide job placement assistance for each HCCTP trainee for one year following successful completion of his/her training session.

5. Data Entry:

Maintain current HCCTP data as required by the DEPARTMENT and enter, no later than the 10th day after the end of each month, said data into the DEPARTMENT's Excel application (e.g., training session data, trainee names, and class/progress/employment data). Submit to the DEPARTMENT on a quarterly basis.

6. Adhere to Criteria for Training Validity:

The DEPARTMENT and the GOVERNMENTAL BODY recognize that early buy-in and recommendations from local highway construction contractors, associations and trade unions are essential to the implementation of a successful curriculum and validity within the industry. Therefore, the following criteria are essential:

- The sharing of resources, such as instructors and coordinators, who voice consistent messages and connect trainees to the highway construction industry;
- Demonstrating to the trainees the relationship between the education and training they are receiving from the HCCTP and the actual application of those skills to a career in the highway construction industry; and
- Teaching a basic understanding of various union apprenticeship programs in the highway construction industry and what specific skills each apprenticeship program requires.

7. Coordinate Industry Involvement:

The DEPARTMENT and the GOVERNMENTAL BODY agree that individuals from the highway construction industry should interact with HCCTP trainees and serve as guest lecturers, mentors, recruiters, and advisors. The review of trainee resumes, providing mock interviews and accompanying trainees to highway construction work sites are other examples of assistance which the DEPARTMENT and the GOVERNMENTAL BODY may wish to consider. In addition, the GOVERNMENTAL BODY will maintain an open and on-going consultative relationship with a broad network of highway construction industry representatives to ensure that the services offered by the HCCTP are preparing trainees appropriately to meet current and future needs of the industry.

8. Comply with Funding Requirements:

- a. The DEPARTMENT and the GOVERNMENTAL BODY acknowledge that funding for the HCCTP will be provided by the DEPARTMENT subject to annual review and approval.
- b. The funds provided by the DEPARTMENT for the HCCTP will be subject to audit and an annual end-of-year fiscal report will be provided by the GOVERNMENTAL BODY. The status of the expenses may be requested at any time by the DEPARTMENT.

- c. The DEPARTMENT and the GOVERNMENTAL BODY further agree that the GOVERNMENTAL BODY is responsible for ensuring funds are spent in compliance with restrictions and guidelines of the DEPARTMENT. All funds must be spent in accordance with established Policies and Procedures in the GOVERNMENTAL BODY's state fiscal compliance rules. Such Policies and Procedures will include, but are not be limited to, such areas as contracting/subcontracting, bidding, purchasing, leasing, use of GOVERNMENTAL BODY property, the requisition process, GOVERNMENTAL BODY payments, and other procurement related activities.
- d. The DEPARTMENT and the GOVERNMENTAL BODY agree that funds from this agreement will not be used for facility construction or rehabilitation of a physical facility. Exception: Work performed on the physical facility as a field training activity.

10. Miscellaneous Provisions:

- A. All HCCTP trainees will have access to an established and Board-approved Grievance Procedure. This procedure will provide structure to address grievances which involve academic matters, administrative matters, or discrimination. Grievances, other than those involving discrimination charges, will be handled through the established chain of authority. Grievances involving discrimination because of race, color, creed, sex, disability, religion, natural orientation, sexual preference or age should be made to the GOVERNMENTAL BODY and the appropriate Illinois community college affirmative action officer. Specific GOVERNMENTAL BODY processes will exist in conformance with state and federal statutes governing such cases. The complete grievance procedure is included in both the current year's Student Handbook and the current year's College Catalog.
- B. Trainee Rights and Conduct: All HCCTP trainees are subject to the trainee rights and responsibilities as detailed in the current year's College Catalogs and Conduct brochure and the current year's Student Handbook.
- C. HCCTP Coordinator: The DEPARTMENT and the GOVERNMENTAL BODY agree that the ultimate success of the HCCTP will be measured by the number of trainees who are placed with highway construction contractors or into trade unions or apprenticeship programs. Therefore, the role of the HCCTP Coordinator is critical to the success of the trainee from trainee status through employment in the highway construction industry.
- D. The GOVERNMENTAL BODY will be responsible for providing a dedicated HCCTP Coordinator. The DEPARTMENT and the GOVERNMENTAL BODY agree that the

DEPARTMENT will participate in the selection process and the role of a Coordinator will include, but not be limited to:

- a) meeting with trainees to help determine their needs;
- b) providing individual trainee performance plans to meet program goals;
- c) establishing a working relationship with local highway construction contractors and trade unions for the purpose of placing trainees;
- d) coordinating industry involvement through two dedicated HCCTP workforce advisory committee meetings per fiscal year
- e) advising trainees of appropriate workplace skills and discussing the issue(s) of drug and alcohol testing and a drug and alcohol free workplace;
- f) serving as job skill trainers as needed;
- g) meeting with trainees to provide specific information and feedback in job search activities, job seeking skills and resume development;
- h) providing mock job interviews and post-mock interview evaluations for trainees;
- i) submitting a quarterly report reflecting standard format due by the 15th day after the quarter end;
- j) submitting a certified quarterly tool and equipment inventory due by the 15th day after the quarter end;. and
- k) submitting a weekly update reflecting current activities due on the first Wednesday of the following week.

E. The DEPARTMENT will:

- a) Provide information and feedback to the GOVERNMENTAL BODY for consideration in improving and enhancing the HCCTP;
- b) Provide for consultations regarding HCCTP administration issues, as appropriate;
- c) Participate in meetings, as necessary, with the GOVERNMENTAL BODY;
- d) Provide a representative for the HCCTP Placement interview panels as needed; and

- e) Coordinate with the GOVERNMENTAL BODY should a statewide advisory board be needed.
- f) The DEPARTMENT will utilize ATTACHMENT C to evaluate the GOVERNMENTAL BODY as it relates to the goals, objectives, deliverables, and overall program administration as outlined and defined in ATTACHMENT A.

F. The GOVERNMENTAL BODY will:

- a) Register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a CCR number, the GOVERNMENTAL BODY must register at <https://www.bpn.gov/ccr>.
- b) As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- c) All of the requirements listed in Part 3, paragraphs A through Z (of the original Agreement) apply to the federally funded project. The Governmental Body agrees to include these requirements and all requirements listed in provisions specific to the IGA in each contract and subcontract financed in whole or in part with federal assistance.
- d) The DEPARTMENT reserves the right to disallow expenses not properly justified by the GOVERNMENTAL BODY, for reimbursement consideration.
- e) In accordance 23 CFR 230.111, the GOVERNMENTAL BODY shall coordinate with local highway construction contractors and trade unions for the purpose of placing trainees in FHWA-approved programs or U.S. Department of Labor-approved programs.

ATTACHMENT B

PART 6

COMPENSATION FOR SERVICES

Rock Valley College

Subcontracting Costs*	Costs Associated With Workforce Programs (College Coordinator, Instructor Training, Equipment Purchase, Travel, etc.).	\$210,859.00	*INDIRECT COST TO BE ADJUSTED PER THE CURRENT GOVERNMENTAL BODY INDIRECT COST RATE NEGOTIATED RATE AGREEMENT. INDIRECT COSTS MUST BE CALCULATED BASED ON SUBCONTRACTING COSTS ACTUALS.
Supplies	Trainee Tools	\$8,400	
Stipends	Training Session, Coordinator, Longevity	\$115,000	
Other/Drug and Alcohol Screening	Initial and Random Screenings for All Participants.	\$2,160	
	Total	\$336,419	

EXPLANATIONS:

Subcontractor:

Subcontracting costs associated with the GOVERNMENTAL BODY for purposes of providing training materials, equipment rentals and purchases**, instructor fees, trainee support services, waiver of trainee tuitions and fees for HCCTP classes, curriculum development, facility costs (e.g. lease expenses), travel expenses incurred through college coordinators activities, off-site training, college training field trips, highway construction trade activities, graduation ceremonies and for purposes of providing recruitment, mentoring/transition, placement, and marketing service.

- The GOVERNMENTAL BODY shall redact social security numbers, birth dates, addresses and other sensitive candidate/trainee and personnel/contractual instructor information from all reimbursement documentation before submission.
- Reimbursement request for full-time and/or part-time clerical and administrative staff and contractual instructors must include time/activity sheets with college coordinator signature. If contractual, college must provide the executed contract along with date, time and activity sheets detailing 100% of HCCTP work performed and signed by the college coordinator. The Department reserves the right to disallow reimbursement if contracted amount is exceeded.
- The Department reserves the right to disallow reimbursement of overtime for all full-time and/or part-time HCCTP staff.
- Reimbursement request for trainee stipend must include time/activity sheets with college coordinator/instructor signature.
- Reimbursement request for mileage/fuel expense must include documentation of date, time, staff, activity, actual mileage and may not exceed the approved state mileage rate provided by CMS Travel Policy Board.
- Reimbursement request for the categories of equipment, training materials, and instructional supplies must include attached receipts separated even for same vendor purchases.
- Disallowed expenses: Gift cards, gas cards, marketing items to include carry bags, pens, notebooks, calendars, promotional trinkets, t-shirts, sweatshirts, etc., tax on any purchase, gratuity on any purchase, graduation awards,
- Reimbursement for travel expense incurred by the community college coordinators for statewide coordinator meetings will be disallowed without prior written approval from the Department.
- The Department reserves the right to disallow reimbursement of HCCTP expenditures that are detailed in documentation containing other community college programs' expenses.

Department requires all safety clothing purchases fall within OSHA PPE guidelines. Only safety clothing in compliance with OSHA PPE guidelines will be considered for reimbursement by the DEPARTMENT, and to the extent approved, must be debited from the subcontractor line item. Invoices for boots purchased as “take away” for trainees must include individual trainee names, and to the extent approved, must be debited from the subcontractor line item.

****Ownership of Equipment:** Equipment, materials, and other property purchased with funds from this agreement shall be considered property of the DEPARTMENT. The GOVERNMENT BODY will ensure that a request to purchase any equipment valued over \$100 by community colleges must be submitted to the DEPARTMENT for approval (See Section O. Equipment). Inventory of equipment, materials and other property purchased with a value of \$100 or more be certified by each community college coordinator and submitted to the DEPARTMENT along with the quarterly college reimbursement requests and college quarterly reports. The DEPARTMENT reserves the right to periodically reconcile inventory list with actuals. At termination of this agreement or any sub-agreement entered into pursuant to this agreement, any such inventoried property shall either be returned to the DEPARTMENT or the fair market value of said property shall be remitted to the DEPARTMENT as payment for the property. All subcontractors (i.e., Illinois community colleges) will seek approval for all equipment purchases from the program staff at the GOVERNMENTAL BODY. For any single item equipment purchase that exceeds \$100, the GOVERNMENTAL BODY will seek approval from the DEPARTMENT prior to approving the purchase by the subcontractor.

Food and beverage purchases shall not be considered an allowable cost for reimbursement.

Coordinator and Training Stipends:

Student Stipend:

\$10.00/hour stipend per trainee for expenses during training sessions (e.g., childcare, transportation):

10/hour x 450/hours = \$4,500.00

\$4,500.00 x NUMBER OF ACTUAL TRAINEES

Coordinator Stipend:

All Coordinator Stipends shall be separate and apart from base wage compensation.

All full-time coordinators on active payroll shall receive a \$1,200 stipend prorated by 25% for each quarter the coordinator was employed from July 1, 2021 through June 30, 2022. The stipend shall be paid in 12 equal monthly payments from July 1, 2022 through June 30, 2023. Stipend payment schedule shall correspond with the coordinator’s regular payroll disbursement.

Coordinator Longevity Compensation:

Effective July 1, 2022, all full-time coordinators on active payroll shall receive longevity compensation based on the following years of continuous service as full-time H.C.C.T.P. coordinator. The longevity compensation shall be paid monthly from July 1, 2022 through June 30, 2023. Coordinator Longevity Compensation payment schedule shall correspond with the coordinator’s regular payroll disbursement. For tracking purposes, the stipend and longevity compensation amounts shall be listed separately on reimbursement documentation

Years of Service Per Month as follows:

- 1 – 3 \$400 9+ \$475
- 4 – 6 \$425
- 7 – 9 \$450

Tools

\$350.00 per trainee X NUMBER OF ACTUAL TRAINEES

Invoices for tools purchased as "take away" for trainees must include individual trainee names and must not exceed \$350 per trainee. Invoices for tools purchased for the program to utilize for multiple training sessions must be debited from the subcontractor line item.

Urine Drug/Breath Alcohol Screening, maximum of \$90.00 per screening

(initial screens and random drug testing) x \$90.00 (APPROXIMATED)

The Department requires that a trainee name be associated with each invoiced drug screen.

The Governmental Body further agrees to the terms and conditions set forth as follows:

1. All expenses incurred and/or services rendered are reimbursable only to the extent necessary and reasonable in accordance with the Scope of Services of this AGREEMENT; Line item budgeted amounts may not be transferred, and line item total caps may not be exceeded without prior written approval of the Department.

Adhere to a quarterly billing cycle at minimum. The GOVERNMENTAL BODY MUST SUBMIT CORRECT AND COMPLETE PAYMENT REQUEST TO THE department within thirty (30) days of the end of the quarter. Failure to submit payment request within thirty (30) days may result in liquidated damages equal to a 10% reduction in reimbursement, not to exceed \$10,000.

2. THE DEPARTMENT RESERVES THE RIGHT TO DISALLOW, WHOLE OR IN PART, ANY GOVERNMENTAL BODY PAYMENT REQUEST THAT IS NOT SUBMITTED WITHIN THIRTY (30) DAYS OF THE END OF THE QUARTERLY BILLING CYCLE.

2.1 All expenses incurred and/or services rendered shall be reimbursed on a quarterly billing cycle at minimum with all required supporting documentation, the maximum amounts are ascertainable from the Cost Category table above; and all expenses incurred and/or services rendered must relate to the relevant deliverable(s) described in the Scope of Services as the basis of payment.

3. All reimbursement requests are complete and accurate based on the criteria, guidelines, and intent of this agreement.
4. The following expenses are **not** eligible for reimbursement through this AGREEMENT:
 - 4.1. Payment to any Advisory Board members for their participation or expenses.
 - 4.2. Payment for the construction of or rehabilitation of a physical training facility. Exception: Work performed on the physical facility as a field training activity.
 - 4.3. Food and beverage purchases.
5. A candidate for the HCCTP who has participated in any IDOT construction training program shall not be accepted into the HCCTP.

Invoices must be accompanied by a form summarizing expenditures and receipts associated with the approved budget and include an authorized representative signature from the GOVERNMENTAL BODY certifying review of the invoices.



ATTACHMENT C

Activities, Measures and Performance

HCCTP Training Partners

NOTE: Some variables may affect each HCCTP program and how this tool applies to their program, including the program set-up, COVID or other restrictions, space, locations, liability concerns, legal restrictions on individual students, and other factors in the college or community.

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
<p>Recruitment</p> <ul style="list-style-type: none"> • Making calls, sending emails, posting on social media to promote orientations and class registration • Publicizing orientation/registrations through traditional media – newspapers, radio, television • Working with the community college to prepare advertising messages. • Attending community meetings and events, including job fairs, and partnership meetings. 	<p>Recruitment</p> <ul style="list-style-type: none"> • Estimated number of persons reached through outreach efforts • Number of appearances in traditional media • Number of community meetings, job fairs, and partnership meetings attended. 	
<p>Application Process</p> <ul style="list-style-type: none"> • Conducting orientations and TABE testing • Conducting interviews with applicants • Collecting and verifying applicant documents, test scores, drug screens • Counseling applicants who do not qualify for the program. 	<p>Application Process</p> <ul style="list-style-type: none"> • Number of Orientations/testing sessions • Number of interviews conducted • Number of applicants tracked with documentation verified 	
<p>Coordination and Management of Training</p> <ul style="list-style-type: none"> • Scheduling and overseeing program instructors • Working with instructors to develop appropriate course curriculum and materials. • Maintaining student attendance and evaluation records • Providing materials and support for instructors 	<p>Coordination and Management of Training</p> <ul style="list-style-type: none"> • Number of classes held in each subject (documented weekly and quarterly to IDOT) • Daily/weekly records maintained on attendance and evaluations (documented weekly and quarterly to IDOT) 	

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
	<ul style="list-style-type: none"> Classes/subjects completed for all students (documented weekly and quarterly to IDOT) 	
<p>Planning and Coordination of Hands-on Construction Projects</p> <ul style="list-style-type: none"> Meeting with potential community partners to arrange for new projects Reviewing projects and logistics with construction instructors Coordinating with partners for construction materials and scheduling Following up on progress and completion of projects 	<p>Planning and Coordination of Hands-on Construction Projects</p> <ul style="list-style-type: none"> Number of planning meetings with project partners and construction instructors Outlines/estimates/proposals of projects submitted in advance to IDOT Visits to construction sites in progress and at completion (including weekly and quarterly verification of completion) 	
<p>Maintaining/Expanding Relationships with the Building Trades</p> <ul style="list-style-type: none"> Calling and emailing trade union Business Agents and Training Coordinators, as well as contractors Recruiting and maintaining membership in the HCCTP Advisory Board Acting as a liaison with union partners, highway construction contractors, College departments, community agencies, Adult Education programs, businesses, and others Scheduling and holding field trips to training centers Scheduling and hosting guest speakers from the trades Organizing and coordinating advisory committee to assist in program planning, implementation, evaluation, and student placement. Ongoing verifying trades application deadlines Following up on student applications and placements in apprenticeship programs 	<p>Maintaining/Expanding Relationships with the Building Trades</p> <ul style="list-style-type: none"> Number of field trips and guest speaker visits (reported weekly and quarterly) Number of Advisory Board meetings held (reported weekly and quarterly) Number of trades representatives on the Advisory Board 	

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
<p>Purchasing, Budget Management and Monthly Requests</p> <ul style="list-style-type: none"> • Creating and maintaining program budget -- and revisions, if needed (annually) • Purchasing and documenting student supplies, tools, instructor contracts, stipends and other expenses • Tracking and verifying expenses monthly 	<p>Purchasing, Budget Management and Monthly Requests</p> <ul style="list-style-type: none"> • Annually, program budget is set up and on file • Expenses verified in files and on reports to IDOT (reported monthly and quarterly) • Monthly/quarterly funding requests are submitted to IDOT in a timely fashion 	
<p>Follow-up with Students and Graduates on Applications and Placement Opportunities</p> <ul style="list-style-type: none"> • Making personal calls and/or sending texts to graduates • Meeting regularly with current students individually to discuss goals and applications • Contacting graduates still seeking apprenticeship placements at least monthly, and follow up as needed • Sending notifications of trade application deadlines and other pertinent information to graduates seeking placement 	<p>Follow-up with Students and Graduates on Applications and Placement Opportunities</p> <ul style="list-style-type: none"> • Maintain records of communications with graduates • Maintain notes or a chart of current students and their applications and intentions to apply (by trade) • Maintain records on apprenticeship placements (reported weekly and quarterly to IDOT) 	

**Illinois Fiber Resources Group (iFiber)
Memorandum of Understanding with Rock Valley College**

Background: iFiber, Illinois Fiber Resources Group is a not-for-profit corporation established by Northern Illinois University under a U.S Department of Commerce National Telecommunications and Information Administration for the recovery act of the Broadband Technology Opportunities Program (“BTOP”) and a State of Illinois Department of Commerce and Economic Development grant programs awarded to Northern Illinois University (“NIU”) for the creation of a high-speed fiber-optic network.

iFiber’s goal is to provide broadband access through a 900-mile fiber network and connect 533 community anchor institutions in a nine-county region to offer a high-speed network transport service. iFiber ties into the state’s educational network, Illinois Century Network (ICN), and interconnects with NIUNet and Northern Illinois Technology Triangle.

NIU established an agreement with RVC to fulfill the requirements of the BTOP grant effective on May 22, 2012 (“Contribution Agreement”). As the network grows and improvements are made, formalized proper documentation is necessary. This MOU documents the current ownership of the RVC sections of the iFiber network. It details areas of mutual use of fiber optic ducts between iFiber and RVC. It establishes an agreement to allow iFiber to run fiber optic cable north along Mulford Road inside RVC-owned fiber optic conduit.

The Rockford Fire Department will utilize the new fiber cable to improve the emergency radio system the fire department uses when responding to emergencies in the northeast section of Rockford.

Recommendation: It is recommended that the Rock Valley College Board of Trustees approve this iFiber Memorandum of Understanding between iFiber and Rock Valley College. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

MEMORANDUM OF UNDERSTANDING

**Between
Illinois Fiber Resources Group
And
Rock Valley College**

This Agreement is made as of _____, 2022, ("**Effective Date**") between Rock Valley College ("**RVC**"), having its principal place of business at 3301 North Mulford Rd., Rockford, IL 61114; and Illinois Fiber Resource Group, Inc. ("**iFiber**"), a not-for-profit corporation having its principal place of business at 3100 N. Sycamore Rd, DeKalb, IL 60115.

RECITALS

WHEREAS, iFiber is not-for-profit corporation established by Northern Illinois University under a U.S Department of Commerce National Telecommunications and Information Administration for the recovery act of the Broadband Technology Opportunities Program ("BTOP") and a State of Illinois Department of Commerce and Economic Development grant programs awarded to Northern Illinois University ("NIU") for the creation of a highspeed fiber optic network; and

WHEREAS, iFiber is organized to be the owner and operator of the iFiber Duct System and the iFiber Fiber System providing broadband services to Government, Not-for-profit and Commercial providers; and

WHEREAS, the purpose of iFiber is to construct duct for fiber optics (iFiber Duct System) and obtain rights of use in fiber optic communications systems (the "iFiber Fiber System") located throughout the northern Illinois region; and

WHEREAS, iFiber operates and owns a fiber optic duct ("iFiber Duct System") that provides interest for each party to use; and

WHEREAS, RVC operates and owns a fiber optic duct ("RVC Duct System") that provides interest for each party to use; and

WHEREAS, this Agreement sets for the parties entire agreement with respect to the commitments relating to the RVC Duct System and the iFiber Duct System as described below;

NOW, THEREFORE, in consideration of the mutual commitment set forth below, the parties hereby agree as follows:

1. **Purpose.** An ambition shared by iFiber and RVC to foster regional partnerships for the advancement of municipal initiatives, government facilities and economic benefits that require high-speed and flexible networking capabilities using fiber optical cables.

This Agreement is to fortify the relationship between iFiber and RVC by clarifying segments of the RVC Duct System currently in use by iFiber or for any iFiber Duct System currently in use by RVC and establish a process for request of future uses of each parties' duct system that the parties agree hereunder

2. **Contributions.** NIU Established an agreement with RVC to fulfill requirements of the BTOP grant effective on May 22, 2012 ("Contribution Agreement"). The contribution of the RVC Duct System segment was used as a portion of the iFiber Fiber System to fulfill the BTOP grant in-kind match requirements. The Contribution Agreement is referenced in this Agreement for clarification of the current RVC Duct System resources in use by the iFiber. During the grant period of construction between the years of 2012-2013, defective duct in the RVC System between Weymouth Dr. and the RVC entrance road off N. Mulford was discovered and was abandoned for iFiber's use. iFiber built a new segment of duct to route around the defective RVC Duct System. **Exhibit A-1** represents the route of the RVC Duct System contributed to iFiber as the described in the Contribution Agreement removing the defective conduit route.
3. **Substance.** Each **Exhibit** to this document shall describe additional segments agreed upon between the parties for duct or fiber. The **Exhibits** for each project shall identify the following components necessary to meet the obligations of the Agreement which may include any resources, compensation, or responsibilities for either party. **Exhibit B-1** shall govern the parties' duties and obligations for iFiber's grant of use of its duct system, as described therein, to RVC. **Exhibit C-1** shall govern the parties' duties and obligations for RVC's grant of use of its duct system, as described therein, to iFiber. **Exhibit D-1** contains a summary of the parties' existing duct systems.
4. **Property Rights.** Either party will not individually, or permit others to, access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any property without prior, written consent.
 - 4.1. Duct will be used solely for installing cable and may not be used for any purpose other than that for which either party provided it.
 - 4.2. Fiber will not be used other than that for which either party provided it.
5. **Authority.** The authority to implement the sharing of optical network resources outlined in this document is delegated to:

For: Illinois Fiber Resources Group:
Matthew Parks
Executive Director

3100 Sycamore Road
DeKalb, IL 60115-2828
(815) 753-2720
mparks2@niu.edu

For: Rock Valley College:
Dr. Howard Spearman
President
3301 North Mulford Rd.
Rockford, IL 61114
(815) 921-4008
H.Spearman@RockValleyCollege.edu

With a copy to:

Robbins Schwartz
c/o Matthew J. Gardner
55 W. Monroe St., #800
Chicago, IL 60603
(312) 332-7760
mgardner@robbins-schwartz.com

6. **Effective Date.** This Agreement becomes effective when signed by authorized representatives of both parties.
7. **Term and Termination.** The term for the use of resources as set forth in the **Exhibits**, shall commence on the Effective Date of the Agreement or any other additional **Exhibits** attached hereto at a later date, and shall expire on December 31, 2047. Either party may terminate this Agreement by providing the other party two (2) years' written notice of their termination.
8. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. Subject to Illinois law, jurisdiction and venue shall be in Winnebago County, Illinois, and the laws of such state shall govern all disputes.
9. **Insurance.** iFiber shall keep in force at all times during the term of this Agreement, general liability insurance, on an occurrence basis, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and at all times naming RVC, and its respective officers, officials, employees, volunteers, and agents as additional insureds thereon. iFiber's insurance coverage shall include its indemnification obligation under Section 10 of this Agreement. In addition, within five (5) days of the last party to execute this Agreement, iFiber shall furnish to RVC a

certificate of the insurance evidencing the insurance required under this Agreement. iFiber may self-insure for all or a portion of the required amount set forth in this Section 9.

10. **Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Parties from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney’s fees and court costs, which are incurred by the other Party, but only to the extent arising from the indemnifying Party’s breach of this Agreement or negligent acts or omissions.
11. **Review of Agreement.** All parties agree to review the Agreement after Five years and every five years thereafter.

IN WITNESS WHEREOF, RVC and iFiber have executed this Agreement as of the Effective Date.

Rock Valley College

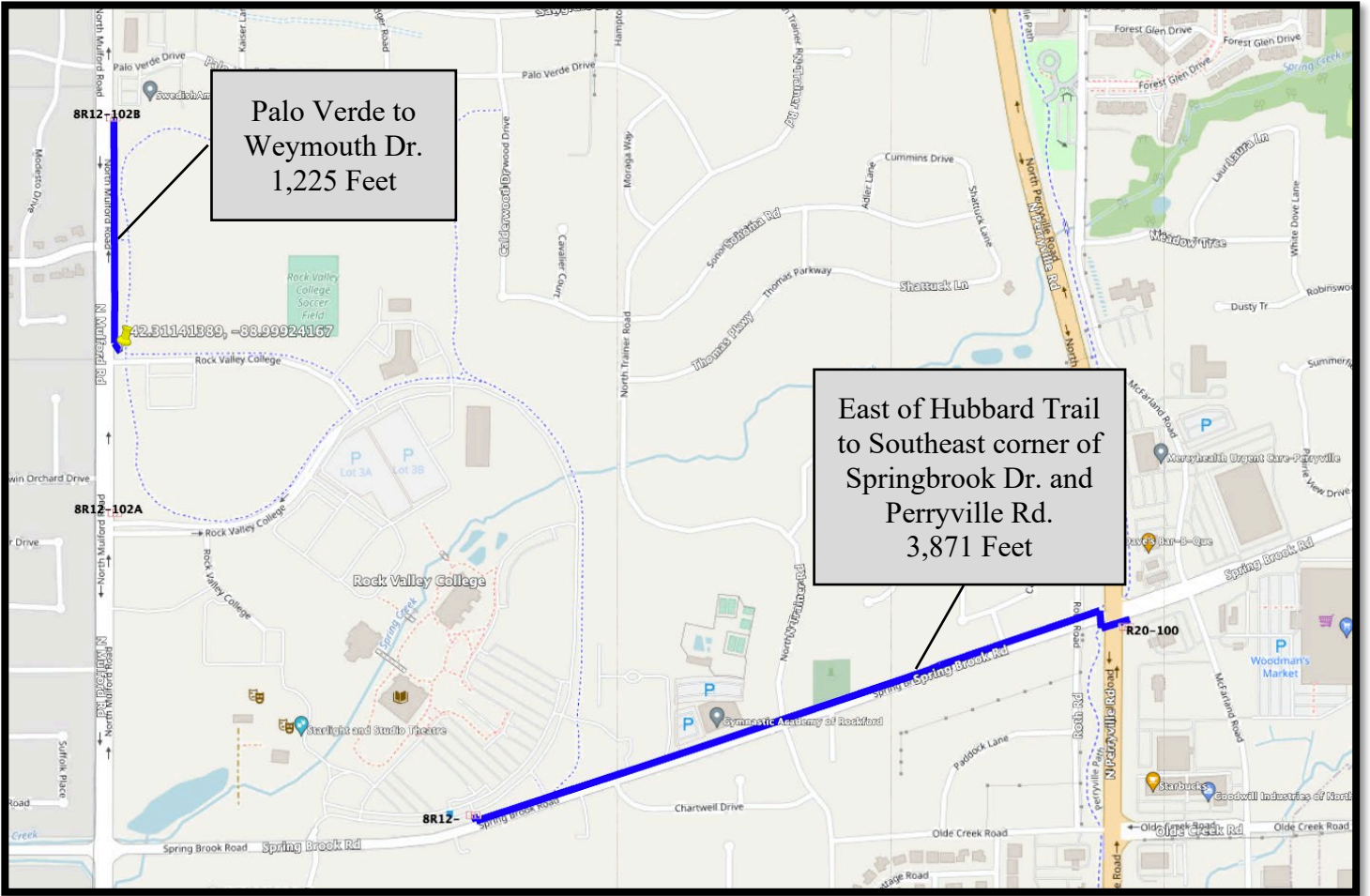
Illinois Fiber Resources Group

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

**EXHIBIT A-1
Contribution Agreement Map**



Initials confirm corrected and updated map of RVC Duct System using approximately 5,096 by iFiber in reference to the "Contribution Agreement".

iFiber Initials _____

RVC Initials _____

EXHIBIT B-1
iFibers' Grant of Use of Duct to RVC

During the grant period between years of 2012 and 2013 iFiber installed a microduct system interconnecting with the RVC Duct System that runs along Springbrook Rd and N. Mulford Rd in Rockford, IL with the end points located at the following latitude and longitude coordinates:

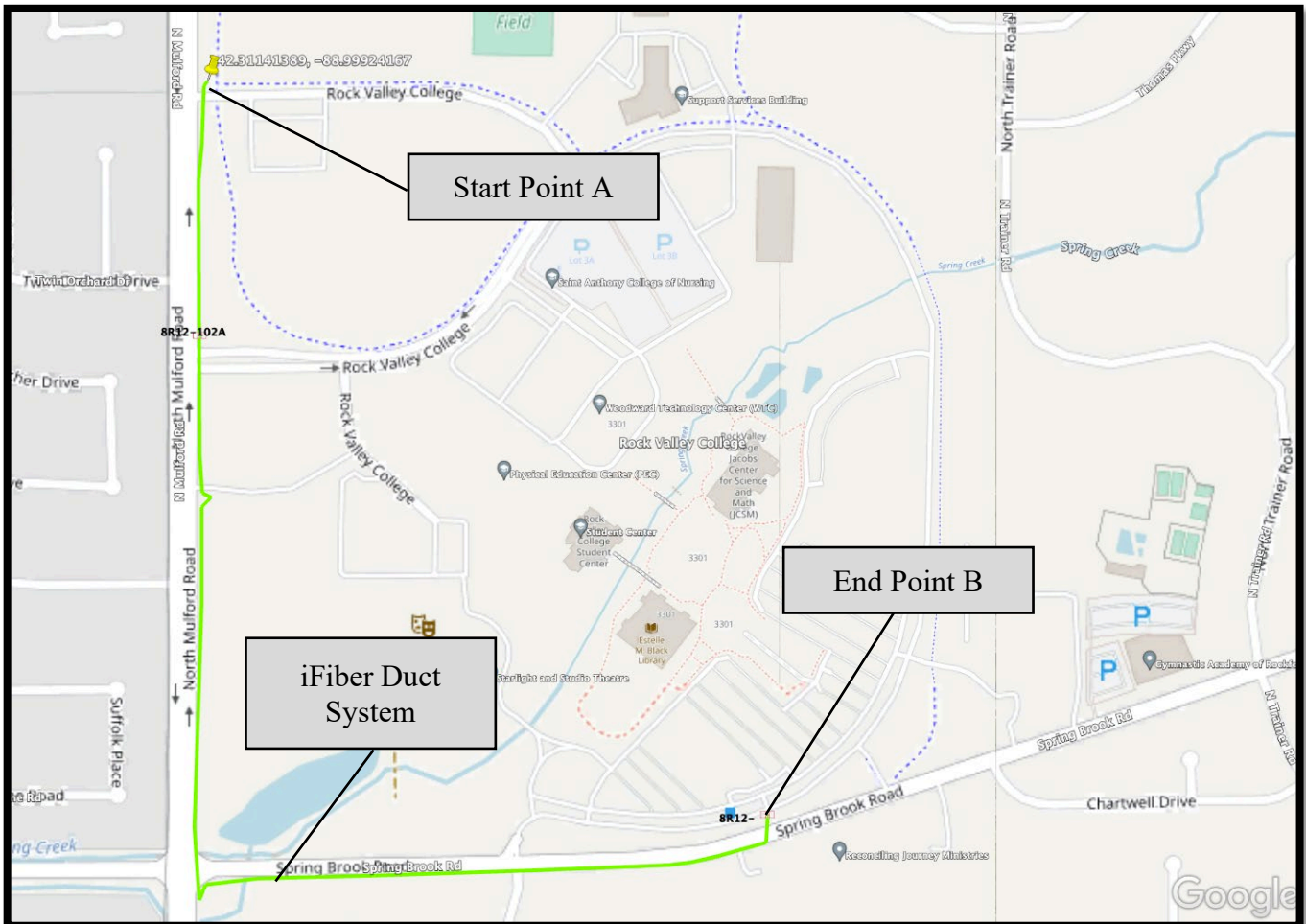
Start Point A: 42.31141389, -88.99924167

End Point B: 42.304534, -88.99215

iFiber granted the use of one microduct and installed a 48-count fiber optic cable between the end points for the exclusive use of RVC and its campus operations.

1. Description of the iFiber Duct System Route

RVC has been granted rights to a 10mm inner diameter duct that begins at Lat/Long 42.31141389, -88.99924167 that runs south on N. Mulford Rd to the intersection of N. Mulford and Springbrook Rd for approximately 2,828 feet. The conduit continues east on Springbrook Rd. for another 2,088 feet and ends at Lat/Long 42.304534, -88.99215. The total approximate duct footage between End Point A and Endpoint B that iFiber has granted for use to RVC is 4,916 feet.



2. Maintenance of Fiber and Duct System

- a. **iFiber Duct System.** iFiber will locate and maintain the iFiber Duct System and the segment where RVC's 48-Count fiber is installed within the iFiber duct at no cost to RVC. iFiber must obtain RVC's written consent in order to relocate the iFiber Duct System if iFiber is relocating the Duct System elsewhere on RVC's property. iFiber reserves the right to perform required maintenance on the iFiber Duct System without restrictions to assure the operations of iFiber and its customers are not impacted. If a required maintenance results in changes to the RVC Fiber System, iFiber will coordinate efforts to minimize the impact to RVC operations and their 48-count fiber. iFiber will give a minimum of two weeks' notice of such maintenance.
- b. **RVC 48 Count Fiber.** In the event of a required relocation or maintenance of the iFiber Duct System, damage to the iFiber Duct System by a third party, or that the RVC fiber has failed within the iFiber Duct System, RVC is responsible for any cost associated to assure continued operation of the RVC 48-count fiber. iFiber is not responsible for any cost associated for the continued operations of the 48-count fiber.
- c. **Emergency Maintenance.** iFiber reserves the right to perform emergency maintenance of the iFiber Duct System. In the event the duct and/or fiber has been compromised requiring emergency repairs, iFiber will notify RVC of emergency repairs and provide best efforts to coordinate with RVC on minimizing impact to RVC during the restoration of the iFiber Duct System.

3. iFiber Property

- a. RVC will not individually, or permit others to, access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any iFiber property without prior consent.
- b. The microduct may be used solely for installing Cable and may not be used for any purpose other than that for which iFiber provided it.
- c. RVC has no rights to reassign or sell the granted use of the iFiber Duct System to another party without the written authorization of iFiber.
- d. RVC may contract with iFiber qualified subcontractors for the performance of any installation, maintenance, and repair services contemplated by this Agreement, but will remain solely

responsible for the performance of such services and the acts and omissions of such subcontractors.

IN WITNESS WHEREOF, RVC and iFiber have executed Exhibit B-1 as part of this Agreement as of the Effective Date _____.

Rock Valley College

Illinois Fiber Resources Group

Name: _____

Name: _____

Date: _____

Date: _____

Signature _____

Signature _____

EXHIBIT C-1
RVC's Grant of Use of Duct Space to iFiber

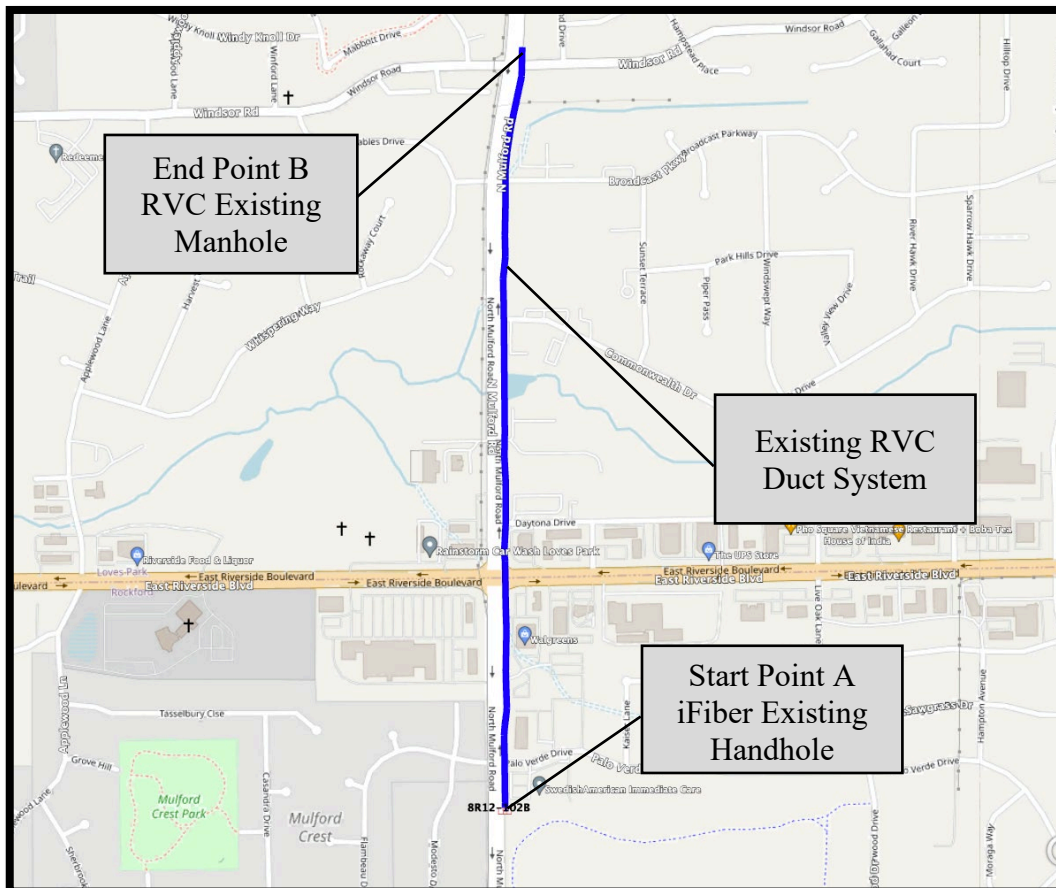
iFiber continues to expand its network developing the needs of fiber services for Community Anchor Institutions. To facilitate fiber expansion north of RVC, iFiber will expand using additional RVC Duct System space that is installed along N. Mulford Rd. iFiber will place a 144-Count fiber in approximately 4,393 feet of the RVC Duct System between the following longitude and latitude coordinates where existing handholes are located.

Start Point A: 42.314897, -88.999377 (An Existing iFiber Handhole)

End Point B: 42.3269194, -088.9990139 (An Existing RVC Manhole)

1. Description of the RVC Duct System Route

iFiber has been granted rights to space within the existing RVC Duct System at Start Point “A” Lat/Long 42.314897, -88.999377 that runs north on N. Mulford Rd to the intersection N. Mulford and Windsor Rd for approximately 4,393 feet. Start Point “A” is an existing iFiber Handhole that was placed to enter the RVC Duct System as part of the “Contribution Agreement” signed May 22nd, 2012. iFiber has been granted the right to enter the Manhole at End Point “B” located at Lat/Long 42.3269194, -088.9990139 to exit into a iFiber Duct System at the same location.



2. Maintenance of Fiber and Duct System

- a. **RVC Duct System.** iFiber will locate and maintain the RVC Duct System at no cost to RVC. RVC reserves the right to relocate or perform required maintenance on the RVC Duct System without restrictions to assure the operations of RVC and its customers are not impacted. If a required maintenance results in changes to the iFiber Fiber System, RVC will coordinate efforts to minimize the impact to iFiber operations and their fiber installed within the RVC Duct System. RVC will give a minimum of two weeks' notice of such maintenance.
- b. **iFiber Fiber.** In the event of a required relocation or maintenance of the RVC Duct System, damage to the RVC Duct System by a third party, or that the iFiber fiber has failed within the RVC Duct System, iFiber is responsible for any cost associated to assure continued operation of the iFiber fiber. RVC is not responsible for any cost associated for the continued operations of the iFiber fiber.
- c. **Emergency Maintenance.** RVC reserves the right to perform emergency maintenance of the RVC Duct System. In the event the duct and/or fiber has been compromised requiring emergency repairs, RVC will notify iFiber of emergency repairs and provide best efforts to coordinate with iFiber on minimizing impact to iFiber during the restoration of the RVC Duct System.

3. RVC Property

- a. iFiber will not individually, or permit others to, access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any RVC property without prior consent.
- b. The RVC duct space granted may be used solely for installing Cable and may not be used for any purpose other than that for which RVC provided it.
- c. iFiber has no rights to reassign or sell the granted use of the RVC Duct System to another party without the written authorization of RVC. E
- d. iFiber may contract with RVC qualified subcontractors for the performance of any installation, maintenance, and repair services contemplated by this Agreement, but will remain solely responsible for the performance of such services and the acts and omissions of such subcontractors. iFiber will be responsible for fees encumbered by RVC for watch and protect services assuring integrity of the RVC Duct System.

IN WITNESS WHEREOF, RVC and iFiber have executed Exhibit C-1 as part of this Agreement as of the Effective Date _____.

Rock Valley College

Illinois Fiber Resources Group

Name: _____

Name: _____

Date: _____

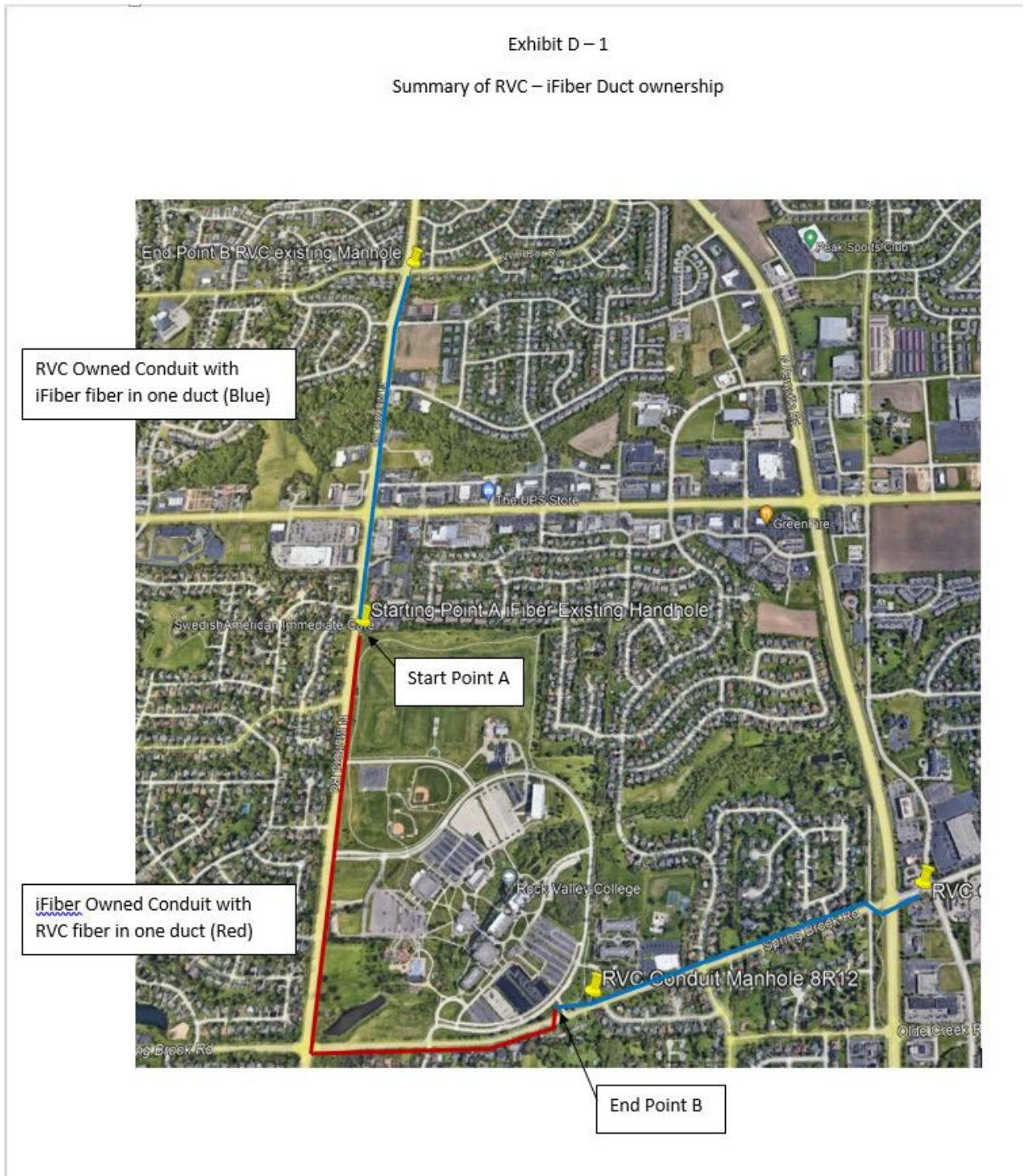
Date: _____

Signature _____

Signature _____

Exhibit D-1

Below is a diagram showing a summary of the location and ownership of the conduit listed throughout this MOU.



Personnel Report

Recommendation: The Board of Trustees approve the following personnel actions:

A. APPOINTMENTS

Drew Hallam, Aviation Instructor, Full-Time Faculty, Lane 1, Step 4, \$60,741, for a nine-month position beginning the Fall semester, effective August 16, 2022. Will begin Summer I, May 16, 2022, paid overload rate.

Dr. Robert Srygler, General Biology Instructor, Temporary Full-Time (TFT) Faculty, Lane 7, Step 4, \$37,007 for the Fall 2022 Semester, effective August 16, 2022. Will begin Summer I, May 16, 2022, paid overload rate.

William Isham, Welding Instructor, Full-Time Faculty, Lane I, Step 9, for a nine-month position beginning the Fall semester, effective August 16, 2022. Will begin Summer II, June 13, 2022, paid overload rate.

B. DEPARTURES

Robert Hessel, Mathematics, Full-time Faculty, retiring effective May 31, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Personnel Report

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Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

BOND DISCLOSURE COMPLIANCE POLICY

Board Policy 5:10.170

First Reading

Background: Rock Valley College has issued municipal bonds, and it is expected that it may need to continue to issue additional bonds in the future.

It is the responsibility of the College to maintain compliance with the federal securities laws, which include continuing disclosure under Rule 15C2-12 of the Securities Exchange Act of 1934.

Rock Valley College has complied with the disclosure requirements. It is appropriate that the College adopt a Bond Disclosure Compliance Policy regarding disclosing any required or voluntary information to be filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

Recommendation: It is recommended that the Board of Trustees adopt the Bond Disclosure Compliance Policy.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**BOND DISCLOSURE COMPLIANCE
First Reading**

It is necessary and in the best interest of the College to ensure compliance with its responsibilities under federal securities laws, including its continuing disclosure undertakings (the “*Undertakings*”) under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “*Rule*”), and the statements of the Securities and Exchange Commission (the “*SEC*”) in enforcement actions; and it is necessary and in the best interest of the College that the College adopt appropriate policies and procedures (the “*Disclosure Policies and Procedures*”) and training to enable the College to create accurate disclosures with respect to its (i) preliminary official statements, final official statements and any supplements or amendments thereto, disseminated by the College pursuant to the issuance by the College of any bonds, notes, certificates or other obligations, (ii) Financial Information, as required by and defined in the Undertakings to be filed with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“*EMMA*”) system, and (iii) notices of material or reportable events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA.

Link to Administrative Procedures for this Policy

Reference:

Adopted:

MEMORANDUM

To: Rock Valley College Board of Trustees

From: Trustee John M. Nelson ICCTA Representative

Re: Report: Board Meeting Of the ICCTA April 29, 2022

Fellow Trustees:

The Illinois Community College Association had their board meeting in Springfield, Illinois for the month of April. It was a one-day meeting and the meeting was not as well attended as others.

A side note with some inside Springfield information. Getting into town in the early evening with no one in sight to go to dinner with, I thought I might go to Saputo's, the well known downtown Italian Restaurant where former Speaker Mike Madigan used to go to dinner regularly. Delicious food.

My former roommate at Tulane and high school friend who lives in Springfield told me to try The Piazza, a block and a half from the Abraham Lincoln Hotel, a local family owned and run Italian Restaurant serving gourmet pizzas and great lasagna. I walked over and got carry-out, I was not disappointed. The next morning I was able to go to breakfast with my Springfield buddy at Charlie Parker's, a breakfast place made famous by an appearance on Diners, Drive-Ins and Dives.

The meeting started off for me with attendance at the Finance Committee. Two important issues were covered. The first was a brief report on the issue of drafting bylaws that mesh with the assessment of dues for the ICCTA. The special committee handling this hot potato is making progress. The second issue was the difficulty in collecting from the City of Chicago Community Colleges which are huge. The concern from the ICCTA's vantage point is our budgetary year ends at the end of June and we have budgeted their dues in this fiscal year. The inability to obtain dues was chalked up to the size of the city colleges operation, and politics - as the Mayor of the City of Chicago appoints all their trustees. No trustees are elected.

Lunch was apparently out of the ordinary for the ICCTA in that we were able to go through a Taco Bar - although there was no cilantro or onion - only lettuce and tomato. We did get salsa to put on our tacos.

After lunch we had a seminar on creativity. It was a good 2 hours and 15 minutes with no breaks. The over-arching thing to take with - and report back to our boards - was never

stifle ideas which are the mother's milk of effective ideas which lead to solutions. Our speakers were all very good and the third speaker was a University of Illinois professor. The real meat of the meeting, however, took place at the Board of Representatives meeting which concluded our conference.

Of particular note was the Spring Legislative Update. We learned the following: P.A. 102-0697 (H.B. 1167) was signed into law. It requires community colleges and other educational institutions to pay educational support personnel (our employees) and contractors (our on-site contractors) during any school closure. It also requires that paid administrative leave be given to vaccinated employees for time off related to COVID-19. The bills below were passed by both houses and are awaiting the Governor's action.

House Bill 1175 deals with student-athlete endorsement and absolves us and other institutions involved with this issue from being required to engage in negotiations on behalf of student athletes for endorsement opportunities (No in loco parentis.)

House Bill 3296 authorizes school districts to implement College and Career Pathway Endorsement with institutions of higher learning.

House Bill 5464 makes certain administrative changes to existing law. The bill was supported by the Illinois Board of Higher Education in their legislative initiative for this session.

House Bill 4201 sponsored by Representative Maurice West as proposed had required public universities and community colleges to hire a benefit navigator to assist students in obtaining financial help to attend institutions of higher learning. The bill was changed to save money. The final bill simply requires that a benefits navigator be designated by the administration and can come from designating an existing employee as the benefits coordinator in the new statute.

House Bill 4292 authorizes an additional \$1 million to the pension buy out program also extending the program for two years until June 30, 2026.

House Bill 4724 authorizes community colleges (and universities) to extend credit to students for the purchase of text books and school supplies. The bill authorizes that a third party vendor may be approved to provide this benefit.

House Bill 4798 was passed to help alleviate teacher shortages in Illinois schools. Any Illinois teaching candidates with 90 hours or more would authorize those teaching candidates to obtain substitute teaching licenses.

Senate Bill 3032 was passed over the objection of the Community College Presidents. The bill requires public and private institutions to provide student academic transcripts to employers regardless of any debt owed by the student to the college or university. Henceforward, community colleges must provide transcripts whether a student owes money or not.

Senate Bill 3149 requires institutions of higher learning to share information about child care assistance programs to MAP eligible students.

All the House Bills and Senate Bills have not been signed into law.

The ICCTA Government Relations and Public Policy Committee Committee of the whole also updated the fiscal year 2023 budget statute - various increases for community colleges. Community Colleges received an overall 5% funding increase (13.2 million) with many relevant additional fund increases RVC will be interested in. Most of the increases covered centered around job training courses which will provide good paying jobs for Illinois students. Finally, there was an update on various federal issues that ACCTA is keeping track of.

As noted, as is often the case, the best was saved for last. A final note, we representatives have been charged to meet with our President and our CFO to explain the proposed reshuffling of community college dues structure which will not start until fiscal year 2024-2025, and be phased in over three years.

The state of new officers recommended by the Executive Committee was approved and passed unanimously.

**Rock Valley College Board of Trustees
Freedom of Information Act Report
4/15/2022 – 5/15/2022**

4/25/2022	592	Michael Lee	(via mail) A police report from an accident in RVC parking lot 2A and video footage from parking lot 2A – March 10 somewhere between 1 p.m. and 4 p.m.	Completed 4/27/2022 Approved in part
5/2/2022	593	Muhammad Aleem General Account Agent	<ul style="list-style-type: none"> • The most recent 7 months of actual ComEd utility bills in PDF format for (ALL) Rock Valley College Locations. • The direct contact information of the authorized public employee responsible for contact with the ComEd customer account representative. It is preferred to process this request with an authorized employee who has the credentials and authority to log into the ComEd service account. • The most recent 7 months of Retail Electric Service Supplier bills in PDF format for (ALL) Rock Valley College Locations. • Please include a copy of the current "Sole Source Procurement Contract" for the purchase of energy. And the direct contact information of the responsible public employee who has the authority to make decisions regarding the current "Sole Source Procurement Contract" for the purchase of energy. 	Due 6/1/2022
5/9/2022	594	April Priller	FERPA designated directory information as it pertains to currently enrolled undergraduate and graduate students (both online and on-campus students, across all campuses based on Spring 2022 data): Student's name, address, telephone, electronic email address, major field of study	Completed 5/13/2022 Approved in part