Rock Valley College Community College District No. 511 3301 N Mulford Road, Rockford, IL 61114 COMMITTEE OF THE WHOLE MEETING

Educational Resource Center, Performing Arts Room, Room 0214

5:15 p.m. Tuesday, May 14, 2024

Livestreaming Link: https://www.youtube.com/channel/UCwa3Fs6l4pWAR 4iDZPTNZA

AGENDA

- A. Call to Order
- B. Roll Call
- C. Board Member Attendance by Means Other than Physical Presence
- D. Communications and Petitions (Public Comment)
- E. Recognition of Visitors: Nico Mikos, 2024-2025 Student Trustee-Elect
- F. Review of Minutes: Committee of the Whole April 9, 2024
- **G.** General Presentations:
 - 1. Student Voter Registration
 - 2. Downtown West Update

H. Teaching, Learning & Communications Discussion: Board Liaison Trustee Simpson

- 1. Enrollment Update
- 2. Intergovernmental Cooperation Agreement (IGA): 2024-2025 IDOT Highway Construction Careers Training Program (HCCTP)
- 3. The Impact of Artificial Intelligence on Teaching and Learning
- 4. Quarterly FY2024 Strategic Plan Update
- 5. Downtown West: Adult Learning Programs
 - a. Adult Education
 - b. Refugee and Immigrant Services
 - c. Early Childhood Education

I. Finance Discussion: Board Liaison Trustee Gorski

- 1. Purchase Reports (A, B, and C)
- 2. Third Quarter Report FY2024: Purchase Order's \$10k \$25k
- 3. Cash and Investment Report
- 4. Third Quarter Vital Signs FY2024
- 5. Bonding Overview

J. Operations Discussion: Board Liaison Trustee Kennedy

- 1. Personnel Report
- 2. Quarterly Human Resources Personnel Report FY2024
- 3. Equity Plan Update
- 4. Classroom Building II Update
- 5. Change Order Update
- 6. Rock Valley College Events Calendar

K. Other Business: Unfinished Business/New Business

- 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) 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. Next Regular Board of Trustees Meeting: May 28, 2024, at 5:15 p.m.; The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.
- O. Next Committee of the Whole Meeting: June 11, 2024, at 5:15 p.m.; The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.
- P. Adjourn

Robert Trojan, Board Chair

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 9, 2024 MINUTES

Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting convened on Tuesday, April 9, 2024, in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC). Chairperson Gloria Cardenas Cudia called the meeting to order at 5:15 p.m.

Roll Call

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

Ms. Gloria Cardenas Cudia Mr. Paul Gorski Mr. Richard Kennedy Mr. Robert Trojan

Ms. Kristen Simpson Mr. Juan Nogueda, RVC Student Trustee

Mr. John Nelson

The following Trustee was absent at roll call: Ms. Crystal Soltow

Also present: Dr. Howard J. Spearman, President; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Patrick Peyer, Vice President of Student Affairs; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Dr. Hansen Stewart, Vice President of Career and Technical Education and Workforce Development; Mr. Rick Jenks, Vice President of Operations; Dr. Amanda Smith, Vice President of Academic Affairs; Ms. Ellen Olson, Vice President of Finance; Ms. Betsabe Saucedo, Assistant to the President; Ms. Tracy Luethje, Executive Assistant to the Vice President of Operations; Attorney Joseph Perkoski, Robbins Schwartz.

Board Member Attendance by Means Other Than Physical Presence

Trustee Trojan made a motion, seconded by Trustee Nelson, to allow Trustee Soltow to participate in the meeting via teleconference. The motion was approved by a unanimous roll call vote. Trustee Soltow entered the meeting via telephone at 5:29 p.m.

Communications and Petitions

There were no communications and petitions to recognize.

Recognition of Visitors

Dr. Patrick Peyer, vice president of student affairs, introduced Mr. Tony Hall, Head Coach for the Men's and Women's Bowling Teams. Mr. Hall introduced the team members in recognition of winning the National Championships. The bowling teams and coaches came up to the stage and had their picture taken with the Trustees and Dr. Spearman.

Review of Minutes

There were no comments on the minutes from the March 12, 2024, Board of Trustees Committee of the Whole meeting.

General Presentations

Trustee Gorski requested that the Small Business Development Center (SBDC) presentation be presented before the DKA Downtown Campus presentation. Chairperson Cardenas Cudia asked the Trustees for their input, and there were no objections.

1. Illinois Small Business Development Center (SBDC) at Rock Valley College (RVC):

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the Illinois SBDC at Rock Valley College (RVC) presentation. Ms. Snider stated that RVC acquired the SBDC in early 2023 when RVC received a \$150,000 grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) at no cost. SBDC provides information, confidential advice, and training to startups and existing small businesses to assist them in developing business and marketing plans and securing capital funding. RVC previously housed the SBDC approximately ten years ago, and in 2015, the SBDC moved from RVC to the Rockford Chamber of Commerce. Recently, the former Board Chair of the Rockford Chamber and the Illinois DCEO encouraged RVC to resume operations of the SBDC. The DCEO provides \$150,000 for operations, and the college must match \$150,000. Ms. Snider explained that half of the \$150,000 match can be cash, and half can be in kind, so RVC uses its indirect cost as part of that match. Ms. Snider introduced the SBDC Team, which consists of four full-time staff and two part-time business advisors.

Ms. Snider stated that the Board has discussed the Rockford Chamber memberships in the past, and Board members have disagreed about the College becoming a member. However, RVC believes that our membership is beneficial to both the SBDC and its clients and RVC's workforce development arm of the College. Ms. Snider shared a success story on the Rockford Music Box that is scheduled to open in May 2024 with the help of the SBDC. Ms. Snider finished by stating that RVC has a goal of fundraising so that the College won't have to use any operational funds. Discussion ensued. It was decided to bring the topic of the SBDC, policy decisions, and the Greater Rockford Chamber of Commerce to a future Committee of the Whole agenda.

2. Downtown West Campus / DKA Presentation:

Mr. Dominick Demonica, Principal, presented the Downtown West Campus presentation. Mr. Demonica discussed the project timeline and where RVC is at this time, program area square feet, site access, primary vehicular routes and mass transit. A site analysis on the Downtown West properties showed that Chestnut and Winnebago Streets had the highest activity and visibility. Mr. Demonica explained that the site analysis concluded that there would be issues moving the electric and water main lines and utilities, as well as the costs associated with moving the lines.

Mr. Demonica discussed with the Board that when the site analysis was done, it was noted that there was a 15-foot grade change across the site and that there are two approaches. RVC could have two buildings. One of the buildings would be on the east side of Rockton Avenue, and the other would be on the west side of Rockton Avenue. The two buildings would be connected through an outdoor plaza. The other approach that could be taken would be one building going from east to west, which would span over Rockton and require moving the affected utilities before construction starts.

Trustee Nelson inquired about the cost, and Mr. Demonica introduced Greg Kladar, Vice President for Pre-Construction, from Ringland Johnson. Mr. Kladar discussed time and expense and stated that the utility companies would determine the final cost. The two-building version would run approximately \$1,500,000, and the one-building version would run approximately \$4,500,000. Most of the cost will be because of the water relocation. Mr. Kladar figured it would take approximately 17 months if RVC chose to construct one building. The August 2026 deadline would not be met. If RVC chose to pursue the two-building approach, the deadline would not be a problem. Discussion ensued.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Simpson

1. Enrollment Update

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the Enrollment Update. Ms. Snider stated that new columns had been added to the enrollment update, the "stretch" columns. Ms. Snider stated that Summer II is 13% over last year's figures and 52% to budget. Fall enrollment is 32% to budget and 31% of the stretch goal, and Summer II and Fall are 35% to goal, and 34% to the stretch goal.

Trustee Simpson inquired if there were any problems with the FAFSA situation. Discussion ensued.

2. Completion Ceremonies Update

Dr. Patrick Peyer, vice president of student affairs, presented the 2024 Completion Ceremonies. Dr. Peyer listed the Completion Ceremonies, the date and time of each ceremony, and the location of the events.

Trustee Trojan requested information for each ceremony. He wanted to know the number of students who completed each program and the number of students who were awarded scholarships.

3. Fire Truck Donation

Dr. Amanda Smith, vice president of academics, presented the Fire Truck Donation Report. Dr. Smith explained that Rock Valley College has many partnerships with fire departments, and those partnerships allow the College to ensure that the program's curriculum remains current and meets the needs of the community's first responders. In November of 2023, the Harlem-Roscoe Fire Protection District offered a fire engine donation estimated at \$16,850 to RVC's Fire Science Program. The Administration is recommending that the Board of Trustees acknowledges and accepts the generous donation by the Harlem-Roscoe Fire Protection District to the Rock Valley Foundation.

Finance Discussion: Board Liaison Trustee Trojan

1. Purchase Report

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

Purchase Report A – FY2024 Purchases:

A. Walkways and Lot 1 Resurfacing – (Site Improvements – Capital)

1. Stenstrom Excavation and Blacktop Group	Rockford, IL	\$82	1,677.45 (1)*
		1	Not to Exceed
Northern Illinois Service Co.	Rockford, IL	\$	977,095.00
DPI Construction, Inc.	Pecatonica, IL	\$	994,426.29

2. Cash and Investment Report

Ms. Olson presented the Cash and Investment Report through March 31, 2024. Total operating cash is \$40,003,929. Total operating cash and investments are \$86,836,088. Total capital funds are \$12,144,016. Since February 29, 2024, the change in capital funds is \$88,725. The operating cash and investments change since February 29, 2024, is <\$1,355,176>. Ms. Olson stated that the total operating cash and investment funds were 80.90% of the FY2024 operating budget. Ms. Olson noted that there was nothing unusual to report.

3. Fiscal Year 2025 Tentative Budget and Public Notice

Ms. Olson presented the Fiscal Year 2025 Tentative Budget and Public Notice. Ms. Olson stated that the operating funds' budgeted revenue is \$67,783,914, a decrease of \$3,068,673 from the FY2024 budget. This decrease is due to a projected reduction in SURS on-behalf revenue of \$5,850,266, offset by higher property tax revenue due to an increase in EAV and investment revenue as short-term interest rates remain steady at higher levels. Operating revenue assumes 100% state funding, and tuition and fees are budgeted based on 110,000 credit

hours, flat to FY2024 budget and slightly below FY2024 projected actual credit hours. There is no increase in tuition included in the FY2025 budget. Ms. Olson said that the FY2025 proposed budget is balanced for operations.

Ms. Olson explained that the budget packet includes details for capital, auxiliary, health benefits, restricted, and other major fund groups. It includes detailed expenses and revenues for each fund. Also included in the budget packet is summary information on property tax revenues and the documents for the Illinois Community College Board (ICCB).

Ms. Olson stated that the Budget will be available for public inspection at the Financial Services office in the Support Services Building on the RVC Campus and also on the website starting at 9:00 a.m. on May 24, 2024, and that a public hearing on the FY2025 Budget will be held at 5:15 p.m. on June 25, 2024, in the Performing Arts Room (PAR) in the Educational Resource Center on the main campus. Discussion ensued.

Operations Discussion: Board Liaison Trustee Kennedy

1. Personnel Report

Mr. Jenks, vice president of operations, presented the Personnel Report. Mr. Jenks stated that there were no appointments and two departures. Mr. Mark Adolphson, an Aviation Professor, will retire effective July 19, 2024, and Dr. Lisa Mehlig, Executive Director of Outcomes Assessment, will retire on September 30, 2024.

2. Flex Days

Mr. Jenks stated that on April 25, 2023, Board Report #8033 was approved by the Board of Trustees to offer five summer flex days in 2023 for full-time Educational Support Personnel (ESP), Support Staff Association (SSA), Professional Staff Association (PSA) and Administrative staff. For 2024, the Administration would like to recommend that five (eight-hour) summer flex days be offered to the ESP, SSA, PSA, and Administrative Staff to be used between May 20, 2024, and August 2, 2024.

Mr. Gorski wanted to know if any Trustees had an issue with the summer flex days. Trustee Nelson stated that he wanted to know more about them, for example, how they worked out last year and whether this was extra vacation time. Dr. Spearman responded that RVC has been doing the flex summer days for approximately six years but was unsure of the exact number of years. Dr. Spearman stated he would check how long the College has been participating in the summer flex days.

3. Retirement Resolution

Mr. Jenks presented the Resolution Honoring the Retirement of RVC Employees and recognized the 17 employees who retired in 2023 – 2024. The Trustees expressed their hope that their happiest years lie ahead. Mr. Jenks stated there would be a reception once the committee set a date for the celebration.

4. Capital Development Board (CDB) Project 810-080-017 / Classroom Building II (CLII) Update

Mr. Jenks presented the CDB Project 810-080-017, Classroom Building II Update. Mr. Jenks stated that the current cost estimates for the CLII project indicate that an essential remodel of the building will cost \$25,600,000. RVC can add additional money to the project if additional construction is needed to meet other college needs. To fund the College's portion of the CLII remodel, the State of Illinois requires that the College deposit its portion of the construction cost in a trust account held by PMA. Mr. Jenks presented three options for the CLII remodel and the approximate pricing for each item.

Option one is a basic remodel of CLII with no additions. The cost for RVC would be \$8,600,000, making the total project cost \$25,600,000. Option two is adding five large classrooms and an outdoor rooftop theater. The cost for RVC would be \$17,000,000, making the total project cost \$34,000,000. Option three is adding a Blackbox Theater. The cost for RVC would be \$18,000,000, making the total project cost \$35,000,000. Mr. Jenks

informed the Board of Trustees that the prices with each option do not include furniture, fixtures, and equipment (FFE) costs. The FFE costs are estimated at approximately \$3,700,000, and RVC, not CDB, will administer the FFE costs.

The Administration is asking the Board of Trustees to decide by the April 23, 2024, Regular Board Meeting of either option one, option two, or option three of the CDB Project 810-080-017. Discussion ensued.

5. Health Sciences Center (HSC) Renovations

Mr. Jenks explained that since RVC is in the process of planning the remodel of CLII with CDB, part of that project is that RVC will need to move existing personnel and programs out of CLII and place them in other areas of the college. The Facilities Master Plan (FMP), developed last year, addresses two of those moves in the plan: Massage Therapy and Marketing. The FMP recommends that massage therapy be moved to the third floor of the Health Sciences Center (HSC) and Marketing moved to the Educational Resource Center (ERC). The ERC is not being updated, so moving into the ERC is not an option for Marketing. The administration is recommending that RVC follow the FMP and construct a Massage Therapy classroom in the HSC and, during the construction, create a space for Marketing until the ERC remodel is completed in the future. If the HSC remodeling is approved, it is recommended that RVC installs the second elevator to address accessibility concerns. Mr. Jenks stated that currently, in the capital account, there is \$500,000 set aside for a new elevator. The cost estimate for the elevator in 2024 is \$1,219,000, plus approximately \$130,000 in architect fees. The current capital could be used for RVC Shell Space upgrades if the elevator is not installed. Installation of the elevator will reduce the student space on three floors. Although adding a second elevator at the north end of the HSC would eliminate student space on all floors, the current "RVC Shell Space" on the third floor could be renovated to include the student space lost to the addition of the elevator. Funding for the remaining cost could be incorporated into the funding plan for the renovation of Classroom Building II.

Mr. Jenks presented three options for renovating the HSC. Option one would be to complete the renovation and add Massage Therapy, Marketing, and Student Space. The cost for RVC would be \$1,900,000. Option two would be a partial renovation of HSC to add Massage Therapy and Marketing. The cost for RVC would be \$1,100,000. Option three would be a basic renovation of the HSC to add Massage Therapy. The cost for RVC would be \$850,000.

The Administration would like to recommend that the Board of Trustees vote at the April 23, 2024, Regular Board Meeting on remodeling the third floor of the HSC and installing the second elevator in the building. If the elevator is constructed, it is recommended that the entire space be built out, as RVC and OSF students will lose student space. Design will need to begin immediately so construction can occur over the winter to meet the Summer 2025 move schedule. Discussion ensued.

6. Rock Valley College Events Calendar

Mr. Jenks presented the RVC on-campus events calendar for April 2024 and highlighted several events.

7. RVC Bonds

Ms. Olson discussed bonding for RVC. The amount of bonding is dependent on the Board of Trustees' final decisions regarding the construction of CLII, HSC, and the Downtown West location. Ms. Olson said that she worked with CDB and discovered they were still holding over \$3,000,000 in funds from the CLI remodel that could be used for the CLII project. She also stated that she has identified approximately \$1,000,000 to be used for the addition of the elevator in the HSC. Discussion ensued.

New Business/Unfinished Business

Unfinished Business: Dr. Spearman reminded everyone that Ann Kerwitz would be out all week and to contact Betsy Saucedo or him if anyone needed anything. Dr. Spearman discussed live streaming the Board meetings starting at the April Regular and Reorganization Board meetings. If the streaming worked out, then all future Committee of the Whole and Regular Board meetings would be live-streamed.

Dr. Spearman stated that the HLC meeting in October was scheduled for October 14, 2024, which is Columbus Day. RVC is not allowed to hold Board meetings on holidays, so Dr. Spearman has reached out to the HLC with a few options, and HLC will let Dr. Mehlig know when they will be able to meet.

Dr. Spearman wanted to remind Trustees to complete the Statement of Economic Interests and that Congressman Darin LaHood will be at the ATC on May 13, 2024, at noon.

There was no new business discussed.

Adjourn to Closed Session

There was no closed session.

Next Regular Board of Trustees Meeting

The next Regular and Reorganization Board of Trustees Meeting will be held on April 23, 2024, at 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.

Next Committee of the Whole Meeting

The next Committee of the Whole Meeting will be held on May 14, 2024, at 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.

Adjourn

At 8:09 p.m., a motion was made by Mr. Gorski, seconded by Trustee Nelson, to adjourn the meeting. The motion was approved by a unanimous roll call vote.

The motion was approved by a unanimous fon ear	Voice
Submitted by: Tracy L. Luethje	
Robert Trojan, Secretary	Gloria Cardenas Cudia, Chairperson

Civic Engagement Program

Presented by: Student Trustee Juan Nogueda and Student Government Association President Jazmine Nathan

Executive Summary

- Student Government Association is developing a program that will give students access to be civically engaged every year.
- Civic Engagement Program will be developed throughout Summer of 2024 and piloted in Fall of 2024 through the "ALL IN" Campus Democracy Challenge'.
- "The ALL IN Campus Democracy Challenge provides institutions of higher education and their students with guidance and resources to promote <u>nonpartisan</u> voter registration and voting".
- Partnering with ALL IN will allow Rock Valley College to understand and collect student voting habits and collect data from the National Study of Learning, Voting, and Engagement (NSLVE).
- Campus-wide initiative will be collaboratively led by a committee of students, staff, and faculty through in signature events, in classroom activities, and marketing.

Vision

Empower students to become civically engaged leaders.

By:

- Participating in the ALL IN Campus Democracy Challenge
- Creating a sustainable and effective civic engaging environment
- Creating a Student Civic Engagement Campus Ambassador within SGA



ALL IN – Campus Democracy Challenge

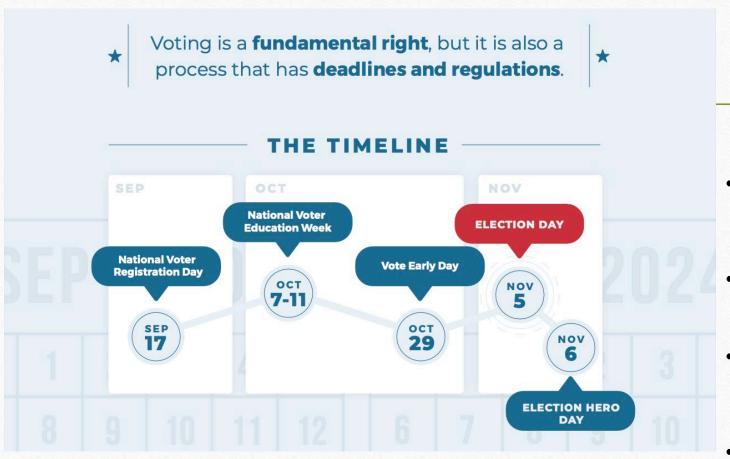
- The ALL IN Campus Democracy Challenge provides institutions of higher education and their students with guidance and resources to promote <u>nonpartisan</u> voter registration and voting in 2024 elections.
- Department of Education Voter Tool-Kit
- Students learn / Students vote

- In 2020, 66% of college students voted in the general election, up from 53% in 2016
- In general, community college student voter turnout trails 4-year institutions by 10%
- We currently do NOT have specific data for RVC student voter registration.

Mission

• **SGA's Mission** - To advocate for the rights, freedoms, and responsibilities of all students; promote a healthy and inclusive environment; encourage student involvement; and improve the general student wellbeing.

- Institutional Student Learning Outcome (ISLO) Cultural Competence (3)
 - Civic Engagement



Currently:

 Work with the League of Women Voters (LWV) to register voters a few times a year

Aspire to:

- Develop student voting ambassadors
- Celebrate the civic holidays
- Collaborate with Welcome Week & Resource Fair
- Expand social media promo

Timeline

May

- Developing CivicEngagement Committee
 - SGA, CAB, Student Life,
 Academic Affairs, Marketing
 - Create an oath
- Voter Engagement Plan
- Training for voting ambassadors

• June

- Voter EngagementPlan
- Outreach to faculty & community members
- Begin Planning events

July

- Finalize event calendar
- Create marketing materials
- Order giveaways & materials
- Confirm faculty/staff registers
- Confirm community member involvement
- Outreach to candidates for forum

Timeline

August

- Prep giveaways & materials
- Release marketing & promote challenge to students
 - In classrooms, social media, etc
- Host table at Welcome Week resource fair
- Recruit more ambassadors

September

- Host Weekly Voter Registration Events
- National Voter Registration Day Sept 17th

October

National Voter Education Week

- Educate Students on the importance of voting
- Host candidate forum
- In classroom activity (major on the ballot)
- Vote Early Day: Oct 29th

November

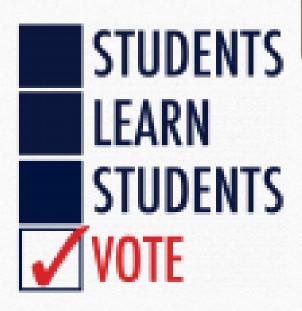
- Election Day Nov 5th
- Election Hero Day Nov 6th
- Possible end of program celebration

Student Civic Engagement Success Stories Of Other Colleges

- Sauk Valley Community College Engagement Plan
- Madison Area Technical College
- In 2020, 97% of campuses that participate in the voter engagement activities saw increases in student turnout

Sustainability Plan Post Challenge

- Students Learn, Students Vote
 - Student Voter Engagement Action Plan
 - Student leaders will work with faculty and staff to develop an action plan for ongoing civic engagement at RVC.
 - Due October 1, 2024
 - Vetted by non-partisan third party.
 - https://slsvcoalition.org/



Questions?



Rock Valley College Downtown West Campus Update

RockValleyCollege.edu RockValleyCollege.edu

Board of Trustees Committee of the Whole Meeting May 14, 2024

Rick Jenks, Vice President of Operations, Rock Valley College Greg Klader, Vice President for Pre-Construction, Ringland-Johnson Construction Dominick Demonica, Principal Architect, Demonica Kemper Architects

Summary of Information

- During the April 9, 2024 Committee of the Whole meeting, the following information was shared with the Board
 - The new Downtown West campus has two construction options:
 - Single-building design
 - Two-building design
 - To construct a single building, RVC would need to undertake the complex task
 of completely vacating Rockton Avenue. This would involve not only removing
 vehicular traffic but also all utilities. It is important to note that the final costs
 for a complete utility removal are estimated to be in the range of several
 million dollars.
 - Moving the utilities would require moving a major water line, sewer, fiber optic, and ComEd power lines. The water line feeds the city of Rockford to the south, and the ComEd power line is for the Criminal Justice Center.
 - The design team advised that the first preliminary cost estimates for moving the utilities and the price difference between a one or two building design would be presented to the Board at the May 14, 2024, Committee of the Whole Meeting.

Utility Costs to Vacate Rockton Road

The two-building design requires burying existing power lines and fiber optic lines at a cost estimate of \$1,475,000. The single building design requires moving all of the utilities, which include a major water line, sewer lines, storm drain, power lines, and fiber optics, at a cost estimate of \$4,000,000. This creates an overall additional utilities cost for the one-building design of \$2,525,000.

Design Concept	Estimated Cost
Single Building Design	\$4,000,000
Two-Building Design	<u>\$1,475,000</u>
Net Difference	\$2,525,000

Estimated Timeline

- The design team predicts that moving the utilities would add an additional year to the project, moving the completion date to August 2027.
- This creates two issues:
 - Inflation costs are expected to increase the project by \$1,240,000.
 - The lease will expire at the current automotive program location. This would require RVC to suspend the automotive program for one year and store any equipment until the new building is ready.

Summary of Estimated Cost Two-Buildings vs. One-Building

- The two-building design adds \$450,000 for the additional square footage and additional exterior wall finishes.
- The total net difference for a single building design is estimated at \$3,315,000 and would add one additional year to construction.
- The additional year would create the risk of suspending RVC's automotive program for one year.

	Single Building	Two-Buildings
Utilities	\$ 4,000,000	\$ 1,475,000
Additional square footage	N/A	\$ 450,000
Delay - Inflation Cost	\$ 1,240,000	NA
Total	\$ 5,240,000	\$ 1,925,000

Net Difference: \$5,240,00 - \$1,925,000 = \$3,315,000

Recommendations

Based on the costs and the potential length of time it will take to vacate the utilities from South Rockton Avenue, the administration and the design team recommend the following:

- Vacate vehicular traffic on South Rockton Avenue, but leave easement for utilities.
- Two-Building Design.
- Bury existing utilities on South Rockton Avenue between Green Street and Chestnut Street.

Next Steps

- The architect team will continue to develop the overall layout of the two buildings, and the CM-R will work on cost estimates and a schedule.
- Conduct testing in the existing buildings for asbestos and work on bid documents to demo the existing buildings.
- During this phase of design, several versions and drawing designs will be created.
- To avoid confusion with multiple design versions, the administration recommends an update to the Board at the July 9, 2024, Committee of the Whole meeting or a special meeting.
- Our goal is to provide a campus that meets the needs of RVC while being good stewards of taxpayers' dollars.

Questions?



FY2025 Enrollment Update

Board of Trustees Committee of the Whole - May 14, 2024

	Į	Jnduplicate	d Headcoun	ıt		Credit 1	Hours		Buc	dget	Str	etch
Term	FY2024	FY2025	Change	% Change	FY2024	FY2025	Change	% Change	Budget	% to Budget	Goal	% to Goal
Summer II	1,511	1,640	129	8.54%	6,640.5	7,526	885.5	13.33%	9,000	84%	9,000	84%
Fall	2,203	2,524	321	14.57%	24,390.5	26,942.5	2,552	10.46%	51,100	53%	52,800	51%
Subtotal (Summer II + Fall)	3,714	4,164	450	12.12%	31,031	34,468.5	3,437.5	11.08%	60,100	57%	61,800	56%
Winterim									900		1,200	
Spring									45,000		47,500	
Subtotal (Summer II + Fall + Winterim + Spring)				ł	ł	1	1		106,000	1	110,500	
Summer I									4,000		4,500	
Total									110,000		115,000	

Sources: FY2025 Summer II and Fall Enrollment Tickers 05/07/2024

Important Dates:

- Summer II registration opened March 4th, tuition due May 28th, and classes begin June 17th.
- Fall priority registration opened March 18th, tuition due July 30th, and classes being August 17th.

Intergovernmental Cooperation Agreement: 2024-2025 IDOT Highway Construction Careers Training Program

Background:

This Intergovernmental Cooperation 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 in Illinois, including college-approved work-site locations.

Rock Valley College has been providing training for the HCCTP since 2009. Previously, RVC was the grantee for HCCTP, with ICCB as the grantor. Beginning in FY 2018, IDOT made the decision to execute Intergovernmental Agreements with the 12 community colleges individually and removed ICCB from the process. As of FY24, HCCTP is offered at ten community colleges in IL. RVC will complete its 25th HCCTP class on June 6, 2024. Since FY 2019 and the new reporting arrangements, there have been 83 participants (261 overall), with 74 completing the program (90%). Thirty-seven HCCTP graduates have been placed with trade union apprenticeship programs, five individuals have continued their higher education, two have joined a branch of the military since completing HCCTP, fourteen have elected not to pursue careers in construction, and nine moved into full-time employment related to the training received in the program. Seven graduates are still pursuing apprenticeship opportunities.

Program goals under the HCCTP include:

- 1. Provide construction industry trade and life-skills training to selected trainees.
- 2. Provide a stipend at an hourly rate to support trainees.
- 3. Provide safety equipment, safety wear, and basic hand tools for the selected trainees during the training program and upon acceptance into an apprenticeship or other highway constructionrelated position following the completion of the training program.
- 4. Assist and place members of the under-represented population into IL 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 \$390,419 to administer the HCCTP.

Recommendation:

It is recommended that the Board of Trustees approves an Intergovernmental Cooperation Agreement ("Agreement") between the Illinois Department of Transportation and Rock Valley College at a not-to-exceed amount of \$390,419 for Rock Valley College to administer the 2024-2025 IDOT Highway Construction Careers Training Program.

Howard J. Spearman, Ph.D. President

Board Approval:

Secretary, Board of Trustees

Attachments:

RVC 2025 Intergovernmental Agreement; RVC Attachment A; RVC 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	Rockford		IL	61114
Remittance Address (if different for	rom above)	City			State	Zip Code
Phone	Unique Entity Identifier (UEI)	FEIN/TIN		DUNS	1	
		36	62557781			
Brief Description of Service (full of	description specified in Part 5)	u u		4		
Pursuant to 23 CFR 230.17 including, but not limited to training opportunities for m	, recruiting, counseling, re	emedial training	,			•
Compensation Method (full detail	s specified in Part 6)					
Schedule of Rates						
Total Compensation Amount		Advance Pay	Start Date	Agreemen	it Term Expiration	on Date
\$390,419.00 (not to exceed	d)	☐ Yes ⊠ No	07/01/24		06/30/2	25

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	1000 the Secretary's si	anature may be delegated	
FOR THE DEPARTMENT :	,000 the Secretary 3 Si	gnature may be delegated.	
Signature	Date	Omer Osman, P.E., Secretary of Transportation	Date
		Delegate Name	
		Printed Name	
		Printed Title	
Signature	Date	Vicki Wilson, Chief Fiscal Officer	Date
	<u> </u>	Michael S. Prater, Acting Chief Counsel	Date

(Approved as to form)

Printed 05/05/22 Page 2 of 22

INTERGOVERNMENTAL AGREEMENT FOR

THE 2024 - 2025 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 <u>07/01/24</u> and will expire <u>06/30/25</u>
- 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.

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 DEPARMENT'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 DEPARMENT 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. GOVERNMENTAL BODY is not obligated to deliver services should the DEPARTMENT funding not be provided.
- 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
 - 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 CooperativeAgreement, and
 - (ii) For \$150,000 or more in Federal funding for a Loan, Line of Credit, LoanGuarantee, or Loan Insurance, and
 - 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.
- 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. <u>Audit required</u> 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.

- Μ. 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 seg., 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 seg. 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 seg.
 - 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 seg.;
 - 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
 - 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");

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- 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:
 - 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:
 - Carry out the relocation process to provide displaced persons with uniform and consistent services; and
 - 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(I)(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 GOVERNEMNTAL 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 breech 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/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and 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 All 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				
Brandy Phillips, Director, OBWD				
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 <u>July 31st</u> 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 DEPARMENT 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.
- 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 GOVERMENTAL 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;
- 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;

- 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;
 - 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;
 - 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;
 - 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		\$390,419.00	
	Subtotal	\$390,419.00	
	Local Match Provided Through the GOVERNMENTAL BODY		
	GRAND TOTAL	\$390,419.00	
Funding Breakdown	_		
See Attachment B.			
Budget			

□ 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 certification and disclosure, if any. In addition, the Contractor ur apply to this certification and disclosure, if any.	, certifies or affirms the truthfulness and accuracy of each inderstands and agrees that the provisions of 31 U.S.C. A 3	
Signature of Contractor's Authorized Official		Date
Name and Title of Contractor's Authorized Official		

File Code: 03.018.0073

PART 8 AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?			
Amount of Federal funds	Name of Project		
	IDOT Highway Construction Careers Training Program		
Federal Project Number			
CFDA Number*, Federal Agency, Program Title			
20.205 Federal Highway Administration, On-The-Job-Training/Supportive Services			

*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, <u>you must complete and return the certification statement.</u>
- 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 <u>DOT.AuditReview@illinois.gov</u> 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 n	ot required to have a single	audit co	onducted.			
			Signa	ature		Date	
			Title				
		Subrecipient Cor	ntact In	<u>formation</u>			
ubrecipient							
ontact Person			Title				
ddress			City		State	Zip Code	
hone	Fax	Fiscal Year End	t	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 11 (eleven) 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, 2023, the HCCTP is now comprised of (11) eleven community college training programs and is established in IDOT Districts 1-9.

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 financial support at an hourly rate to remove/reduce financial hardships and/or other barriers that may hinder participation in the 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 underrepresented population will complete the HCCTP.
- 3. Projected Completion Date: June 30, 2025

Goal #2

Provide financial support at an hourly rate to remove/reduce financial hardships and/or other barriers that may hinder participation in the program.

Objective Elements

- 1. **Services:** Financial support at \$15/hour to remove/reduce financial hardships and/or other barriers that may hinder participation in the program.
- 2. **Measurable Achievement:** 100 percent of under-represented population will be provided \$15/hour financial assistance while participating in the training program.
- 3. Projected Completion Date: June 30, 2025

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, 2025

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, 2025

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, 2024 – June 30, 2025
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, 2024 – June 30, 2025
Enroll selected participants/trainees that meet program requirements and are committed to completing the DEPARTMENT's training program.	1	July 1, 2024 – June 30, 2025
The DEPARTMENT's program participants/selected trainees begin training sessions. Classwork and hands-on-training begins.	I	July 1, 2024 – June 30, 2025
Provide counseling services for assistance in classroom or work-related problems.	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025
Provide monitoring on a daily basis and offer remediation in any problem area(s).	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025

Emphasize life-long learning and provide	HCCTP community college	July 1, 2024 –
opportunities for further education.	staff located in each district	June 30, 2025

Goal #2

Provide financial support at an hourly rate to remove/reduce financial hardships and/or other barriers that may hinder participation in the program.

Administrative Activities	Person Responsible	Date
Provide financial support at an hourly rate of \$15.00/hour to remove/reduce financial hardships and/or other barriers that may hinder participation in the program.	located in each district	July 1, 2024 – June 30, 2025

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.	staff located in each district	July 1, 2024 – June 30, 2025
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.	staff located in each district	July 1, 2023 – June 30, 2025

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, 2024 – June 30, 2025
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.	community college staff located	July 1, 2024 – June 30, 2025
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.	community college staff located in each District, and IDOT	July 1, 2024 – June 30, 2025
Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.	community college staff located	July 1, 2024 – June 30, 2025
Collect data about HCCTP graduates and report such information to IDOT for sharing with Illinois Works, Department of Commerce and Economic Opportunity and any other State of Illinois agency engaged in developing training and employment opportunities on public works projects and/or contractors or subcontractors entering into a contract to construct public works.	HCCTP Staff, HCCTP community college staff located in each District	•
Conduct follow-up with each graduate/placement after graduation every 30 days to ascertain employment status of individual.		July 1, 2024 – June 30, 2025

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, 2025.**

- 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 financial support at an hourly rate to remove/reduce financial hardships and/or other barriers that may hinder participation in the program to 100 percent of the selectedtrainees while they participate in the training program by **June 30, 2025.**

- A. **Evidence that will demonstrate achievement of Objective #2:** Financial assistance 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 financial assistance during the training program.
- B. **Evaluative information that will be collected:** The above information will be compiled to provide the following data on each trainee who received financial assistance(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, 2025**.

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. Evaluative information that will be collected: The above information will be compiled to provide the following evaluative information data (item description, quantity and cost) onthe 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, 2025**.

- A. Evidence that will demonstrate achievement of Objective #4: TPG (Trainee Program Graduate) data and certificate number reporting, 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 CCO Officers, workforce advisory committee participants, and the DEPARTMENT's OJT/SS program director and staff.
- B. Evaluative information that will be collected: The above information will be compiled toprovide 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. A report of graduate information, including certificate numbers, will be completed after each graduation.
- 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 financial support at \$15.00/hour 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 childcare 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; (<u>Mandatory</u> 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 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;

Assign to each graduate a certificate number, to be printed upon the graduate's completion certificate, consisting of the first three letters or three initials of the name of the GOVERNMENTAL BODY, the graduation year, and a consecutive distinct number for each graduate (e.g. RVC-25-001); 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 (7 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.

Provide a graduate information report, in the format required by the DEPARTMENT, no later than 30 days after each graduation, to be shared with Illinois Works, Department of Commerce and Economic Opportunity, and any other State of Illinois agency engaged in developing training and employment opportunities on public works projects and/or contractors or subcontractors entering into a contract to construct public works in compliance with the Illinois Works Jobs Program Act, 30 ILCS 559/20-20. The graduate information report shall include the following information for each graduate: Name, address, county of residence, phone number, email address, graduate certificate number, indicated construction/building trade preferences.

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 ongoing 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. The GOVERNMENTAL BODY is not obligated to deliver services should IDOT funding not be provided.
- 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 limited to, such include. Procedures will but are not areas as contracting/subcontracting, bidding, purchasing, leasing, 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.

9. 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.

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.

B.	The GOVERNMENTAL BODY shall obtain from all trainees (a) a signed authorization containing the language below, and (b) the trainee's name, address, county or residence, phone number, and email address.
t I S t p	hereby authorize, under the guidelines of the Family Educational Rights and Privacy Act of 1974 (FERPA),[college to release or disclose to the Illinois Department of Transportation, to be shared with Illinois Works, Department of Commerce and Economic Opportunity and any other State of Illinois agency engaged in developing training and employment opportunities on public works projects and/or contractors or subcontractors entering into a contract to construct public works, the following personally identifiable information for the purpose of promoting, hiring and employment of HCCTP graduates on public works projects and compliance with the requirements of the Illinois Works Jobs Program Act, 30 ILCS 559-20-20(h):
	Name Address County of Residence Phone Number Email Address Graduation certificate number (established upon successful completion of the program) Graduate indicated construction and building trade preferences

- C. <u>HCCTP Coordinator</u>: 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 webenabled 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 awardterms: 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 Laborapproved programs.

ATTACHMENT B

PART 6

COMPENSATION FOR SERVICES

Rock Valley College

	Costs Associated With Workforce		
	Programs (College Coordinator, Instructor		
Subcontracting Costs*	Training, Equipment Purchase, Travel,	\$217,859.00	
Subcontracting costs	etc.).		
Supplies	Trainee Tools	\$8,400.00	
		+ -,	
Financial Assistance	Training Session Financial Assistance	\$162,000.00	
Other/Drug and	Initial and Random Screenings for All		
Alcohol Screening	Participants.	\$2,160.00	
		#200 440 00	
	Total	\$390,419.00	

*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.

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 subagreement 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.

Training Financial Assistance:

Student Financial Assistance:

\$15.00/hour financial assistance per trainee for expenses during training sessions

15/hour x 450/hours = \$6,750.00

\$6.750.00 x NUMBER OF ACTUAL TRAINEES

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.

- 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
Recruitment	Recruitment	
 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. 	 Estimated number of persons reached through outreach efforts Number of appearances in traditional media Number of community meetings, job fairs, and partnership meetings attended. 	
Application Process	Application Process	
 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. 	 Number of Orientations/testing sessions Number of interviews conducted Number of applicants tracked with documentation verified 	
 Coordination and Management of Training Scheduling and overseeing program instructors Working with instructors to develop appropriate course curriculum and materials. 	Coordination and Management of Training Number of classes held in each subject (documented weekly and quarterly to IDOT)	
 Maintaining student attendance and evaluation records Providing materials and support for instructors 	 Daily/weekly records maintained on attendance and evaluations (documented weekly and quarterly to IDOT) 	

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
	Classes/subjects completed for all students (documented weekly and quarterly to IDOT)	
Planning and Coordination of Hands-on Construction Projects	Planning and Coordination of Hands- on Construction Projects	
 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 Maintaining/Expanding Relationships with the Building Trades Calling and emailing trade union Business Agents and Training Coordinators, as well as contractors 	 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) Maintaining/Expanding Relationships with the Building Trades Number of field trips and guest speaker visits (reported weekly and 	
 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 	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
Purchasing, Budget Management and Monthly Requests	Purchasing, Budget Management and Monthly Requests	
 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 	 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 	
 Follow-up with Students and Graduates on Applications and Placement Opportunities 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 	Follow-up with Students and Graduates on Applications and Placement Opportunities 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)	
		4/29/2024 HR-WPC (U:\)

The Impact of Artificial Intelligence (AI) on Teaching and Learning

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Board of Trustees Committee of the Whole Meeting May 14, 2024

Dr. Amanda Smith, Vice President of Academic Affairs Dr. Hansen Stewart, Vice President of CTE and Workforce Development

Executive Summary

Artificial Intelligence (AI) is advancing quickly and is having a greater influence on higher education. Utilizing AI has advantages and potential risks.

Advantages

- Al is capable of performing a wide range of tasks that traditionally require human intelligence, including visual perception, language interpretation, problem-solving, and decision-making.
- Generative Al systems are capable of producing novel, creative material that can enhance curricula.

Drawbacks

- Academic Integrity may be compromised through plagiarism or lack of original work.
- There are risks to data security and privacy.

Al and Generative Al

Artificial Intelligence

 Artificial Intelligence is the creation of software or computer systems that can carry out tasks that normally require human intelligence. These tasks could involve seeing, interpreting language, solving problems, and making decisions.

Generative Al

 In particular, generative AI refers to AI models or systems that are capable of producing novel, creative material. In contrast to conventional AI systems, which might examine pre-existing data or patterns, generative AI concentrates on producing original results.

Examples of Generative Al Applications in Higher Education

Chatbots for Student Support

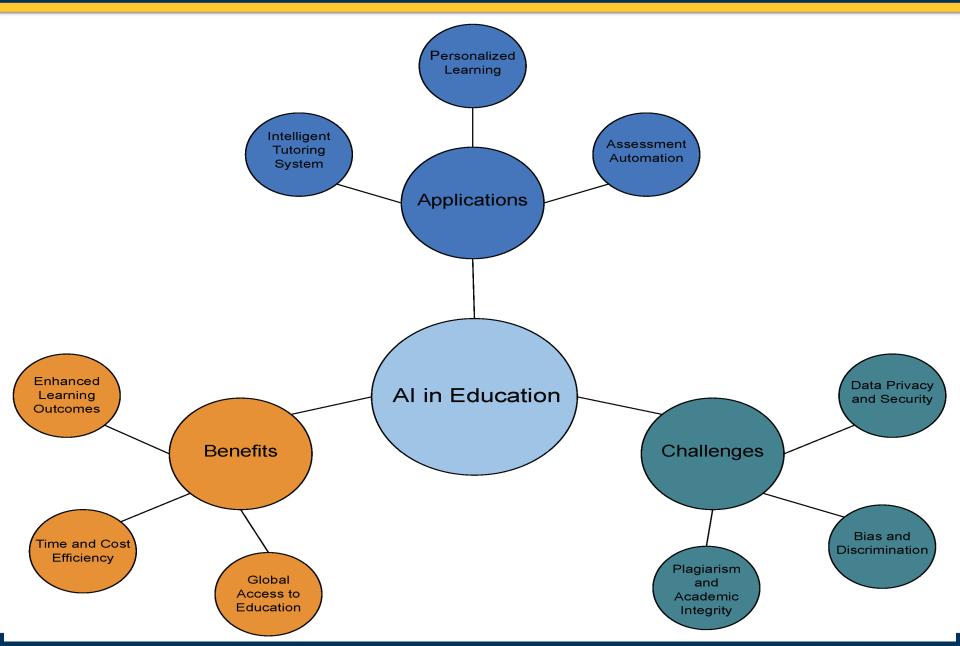
 Equipped with AI chatbots, they can offer tailored help to students by responding to inquiries, advising on assignments, and extending support services.

Al-Generated Educational Content

• Using generative AI algorithms, instructors can create lessons, study guides, and quizzes customized to each student's needs.

Automated Essay Grading

 All systems have the ability to examine and assess student essays, offering comments on their language, organization, and substance. This simplifies the grading process for teachers.



Potential Benefits of Generative Al

- Academic Support
 - Personalized Learning Experiences
 - Enhanced Student Engagement
- Operational Efficiency
 - Brainstorming and organization of thoughts
 - Clarity and understanding
 - Reduced time on tasks

Potential Benefits: Academic Support

Personalized Learning

 Personalized learning experiences that are customized to the requirements and preferences of the individual learner are made possible by generative AI. AI algorithms can modify content delivery, pacing, and evaluation techniques to create more productive and interesting learning environments by examining student data and behavior patterns.

Enhanced Student Engagement

 By creating immersive, interactive learning environments, generative AI captures students' interest and encourages active engagement. Students can study difficult ideas, interact with realworld situations, and work with peers through AI-generated content, simulations, and virtual reality apps. This increases their motivation and engagement with the course materials.

Generative Al Implementation at Rock Valley College

- Al/ChatGPT workshop space in LMS for faculty and staff to learn about Al, add resources, and collaborate together.
- Faculty training through outsourced ION courses and in-house experiences in the summer, at Professional Development Day, in professional learning communities for non-tenured and adjunct instructors.
- Faculty are sharing their uses of AI on the RVC Ed Podcast.
- Updated Academic Integrity Statement to allow for instructor's discretion of usage in the classroom.

Generative AI for Operational Efficiency

Brainstorming and Organization of Thought

 Generative AI tools assist faculty and staff in brainstorming sessions by generating ideas, organizing thoughts, and structuring content. This streamlines the planning process and enhances productivity.

Clarity and Understanding

 Generative AI aids in clarifying complex concepts and enhancing understanding through summarization, explanation, and visualization of information. This promotes more effective communication and decision-making.

Reduced Time on Tasks

 By automating repetitive tasks and providing rapid assistance with content creation and analysis, generative AI helps reduce the time spent on administrative duties, allowing faculty and staff to focus on higher-value activities.

Implementation at Rock Valley College

Power Users Exchange Tactics and Uses

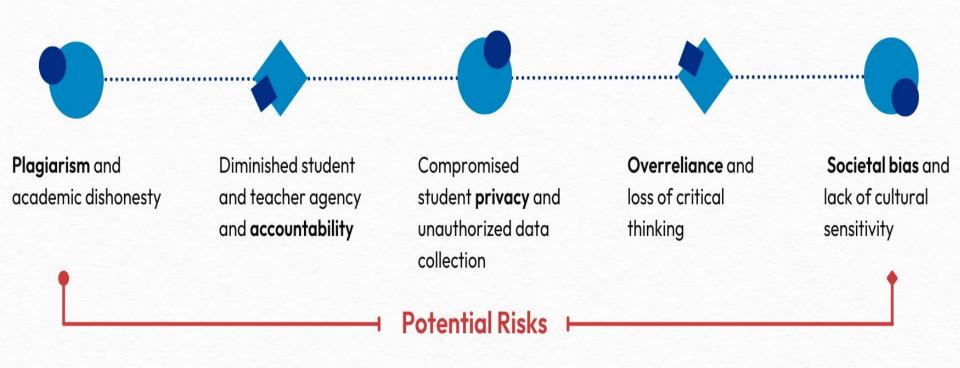
 At Rock Valley College, educators and staff members work together to create a culture of knowledge exchange. As a result, seasoned "power users" of generative AI tools provide their peers with tactics, best practices, and creative applications.

Ongoing Training and Discussion

 The organization hosts regular training sessions and conversations centered on the application and goals of generative AI tools. These workshops give teachers and staff members the opportunity to experiment with new features, pick up sophisticated skills, and keep current on the most recent advancements in AI technology.

Potential Risks of Generative Al

- Skill Degradation
- Academic Misconduct
- Data Security



Risk of Skill Degradation and Quality Issues

Monitoring and Assessment

- Rock Valley College uses techniques to keep an eye on and assess the efficacy of Al-based teaching resources on a constant basis.
- This entails evaluating student achievement, getting input from teachers and students, and carrying out thorough assessments to make sure Aldriven learning initiatives adhere to academic standards.

Balancing Al and Traditional Teaching

- The college understands the significance of preserving a balance between these two approaches.
- Rock Valley College guarantees that students obtain a well-rounded education that blends the advantages of technology with the knowledge of instructors by incorporating AI technologies as supplements rather than replacements for traditional training.

Risk of Academic Misconduct

Upgrading Academic Integrity Policies

• In order to address the usage of artificial intelligence (AI) in the classroom, Rock Valley College is proactively upgrading its academic integrity policies.

Putting Proactive Measures in Place

- The college uses tools like plagiarism detection software and staff training on ethical AI use to prevent academic misconduct.
- These steps support the institution's academic integrity culture and assist in educating staff and students about the moral ramifications of artificial intelligence.
- Updated Academic Integrity Statement to allow for instructor's discretion of usage in the classroom.
- Teachers create questions that encourage critical thinking and are less amenable to Al support.
- Prompts that make it less Al-friendly.

Risk of Data Security

Data Security

- The school strongly emphasizes data security and privacy because it understands the importance of protecting student information.
- Rock Valley College prioritizes data encryption, access controls, and security audits to reduce the likelihood of data breaches and safeguard the integrity and confidentiality of student data.
- Strict protocols prevent IT or other users from sharing sensitive student data.

Conclusion

- Research into generative artificial intelligence (AI) in higher education has uncovered a promising and exciting field.
- Opportunities exist for generative AI to revolutionize teaching and learning inside and outside institutions. But, it is essential to approach the integration of AI with serious thought and ethical forethought as with any technological innovation.
- As generative AI presents both potential and difficulties, Rock Valley College is dedicated to promoting an innovative, collaborative, and responsible technology-use culture and can make sure that students receive a top-notch education that equips them for success in an increasingly digital environment by utilizing generative AI to improve academic support, expedite operations, and maintain academic integrity.

Questions?



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Rock Valley College Strategic Plan Quarterly Update

Board of Trustees Committee of the Whole Meeting May 14, 2024

Heather Snider, Vice President of Institutional Effectiveness and Communications

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- Strategic Plan Pillars and Goals (for reference)

Executive Summary Focus on Pillar II: Exceptional Educational Opportunities

Goal 1: Ensure high-quality and relevant certificate, degree, and co-curricular programs.

Goal 2: Improve student readiness, academic success, and sense of belonging.

Success: Expansion of curricular and cocurricular programs

- New and revised programs and courses
- Student Worker Learning Outcomes



Success: Creation and evaluation of best practices for student success

- Caring Campus Initiative
- HLC Assessment Academy
 - Assessment Toolkit
 - Curriculum Mapping
 - Professional Development
- Fix Your Content Workshops

New Courses and Programs

- New Programs
 - Cybersecurity Technician Certificate
 - Advanced Cybersecurity Technician Certificate
 - Mechatronics Associate in Applied Science (revised)
- New Courses
 - ATM-251 Hybrid and Electric Vehicle Powertrain
 - ATM-252 Advanced Vehicle Chassis Systems
 - ATM-253 Hybrid and Electric Vehicle Battery Systems
 - FWS-120 Yoga for Mindfulness
 - HSR-101 Intro to Human Services
 - HSR-102 Introduction to Group Processes
 - HSR-107 Ethical and Legal Issues in Human Services
 - HSR-201 Crisis Intervention
 - MEC-193 Mechatronics Capstone
 - MUS-111 Theory of Music I
 - RSP-120 Respiratory Care Survey
 - WLD-183 Robotic Welding

Co-curricular Programs Student Worker Learning Outcomes

- Student workers will apply techniques for written, verbal, and non-verbal **communication** that clearly convey meaning to various intercultural and intergenerational audiences.
- Student workers will demonstrate teamwork through active listening, effective conflict management, and considering the viewpoints of others to contribute to a positive, collaborative working environment.
- Student workers will apply decision-making to workplace situations as guided by their supervisor and within the context and scope of their work.
- Student workers will demonstrate the **technology skills** necessary to complete tasks, accomplish goals, and create efficiencies within the context and scope of their work.
- Student workers will apply professional expectations in the context and scope of their work.
- Student workers will develop **leadership skills** within the context and scope of their work that can be applied to other aspects of their lives.

Caring Campus Process to Improve Student Retention and Success

- Leadership Orientation
- Identify and interview faculty with high course completion success (i.e., high rates of A, B, and C grades)
- Coaching sessions
- Orientation for Deans and Department Chairs
- Ongoing working group
- Institutionalization and sustainability

Source: Institute for Evidence-based Change (iebcnow.org/caring-campus)

Pillar I: Access

Provide district residents with improved accessibility to college, training, and careers.

Strategic Goal 1:

Provide district residents with improved accessibility to <u>credit</u> programs and certificates.

Strategic Goal 2:

Provide district residents with improved accessibility to <u>noncredit</u> programs, certificates, and training.

Pillar II: Exceptional Educational Opportunities

Provide high-quality certificate, degree, and cocurricular programs to meet district/community and regional needs and improve student success.

Strategic Goal 1 (Academic Plan):

Ensure high-quality and relevant certificate, degree, and co-curricular programs.

Strategic Goal 2 (Academic Plan; Strategic Enrollment Management Plan):

Improve student readiness, academic success, and sense of belonging.

Pillar III: Exceptional Training Opportunities

Provide high-quality training and professional development that aligns with college, district/community, and regional needs and where employees and learners can make progress toward their educational and career goals.

Strategic Goal 1 (Workforce Development Plan):

Increase the number of grants, scholarships, and endowments to support students enrolled in credit and noncredit programs that meet the regional workforce need for skilled employees.

Strategic Goal 2 (Professional Development Plan):

Provide high-quality training and professional development to improve human performance and to bridge the gap between college needs and employees' educational and career goals.

Pillar IV: Diversity, Equity, and Inclusion (DEI)

Create and sustain a diverse, equitable, and inclusive campus that improves campus culture and accessibility, promotes accountability for the campus DEI effort, and increases the cultural competence of all employees, learners, and other stakeholder groups.

Strategic Goal 1 (DEI Plan):

Improve the campus culture by establishing cultural competence, trust, a sense of belonging among employees and learners, and accessibility to working and learning environments.

Strategic Goal 2 (DEI Plan):

Close equity gaps so that students from diverse racial, gender and socioeconomic backgrounds can access and achieve their academic and career goals.

Strategic Goal 3 (DEI Plan):

Employ a culturally competent workforce that reflects student and community demographics.

Downtown West: Adult Learning Programs

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Board of Trustees Committee of the Whole Meeting May 14, 2024

Dr. Amanda Smith, Vice President of Academic Affairs

Executive Summary

 Adults aged 25 and older living in the tri-county region have a lower educational attainment than both the state and nationally.

• Tri-county Region: 33%

• Illinois: 45%

• Nation: 44%

- Adult learners between the ages of 25-49 are projected to grow by 18% from 2022 through 2028.
- For both of these reasons, the College will prioritize serving adult learners at Downtown West. We will focus on these three programs:
 - Adult Education
 - Refugee & Immigrant Services
 - Early Childhood Education

Adult Education

- Adult Education assists individuals in improving their basic, secondary, and/or English language skills while offering supportive resources to support success and facilitate transitions into postsecondary education and careers.
 - Adult Basic Education
 - Adult Secondary Education
 - English Language Acquisition
 - Integrated Education and Training (IET/ICAPS)

Program	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Adult Education	1016	637	850	1039	889

Refugee and Immigrant Services

Refugee Social Services

 Provides assistance to refugees, asylees, and others from special immigrant visas, including case management, employment services, and client support

New Americans Initiative

 Assists those who are eligible to apply for U.S. Citizenship and DACA renewals

Illinois Immigrant Welcoming Center

 Supports those with low English proficiency with a wide variety of services, including case management, referrals, employment, immigration, and education

Refugee & Immigrant Services

Program	FY 2021	FY 2022	FY 2023	*FY 2024
Refugee Social Services	132	193	187	375
New Americans Initiative	315	328	511	605
Immigrant Welcoming Center	120	143	304	530

^{*}Anticipated Enrollment

Early Childhood Education

 This program provides students with the knowledge and skills necessary to work in early childhood education settings. Students learn in the classroom and in field experiences.

Early Childhood Education Learning Lab

 A learning environment for college students enrolled in ECE classes. Students engage in activities with children under the supervision of highly qualified teachers in a model early childhood program.

Program	FY2021	FY2022	FY2023	FY2024
Early Childhood Education	133	132	107	124

ANY Lons?

Purchase Report-A - FY2024 Amendments

Recommendation: Board approval for items marked with an asterisk.

A. <u>Cell Phones – (Cell Phone Chargeback – Business Services)</u>

Verizon Wireless St. Louis, MO \$1,000.00*(1)

1. This expense is needed to cover additional costs associated with the College's Verizon cell phones and hotspots. Campus Police added 7 (seven) new cell phones to the College's account this fiscal year in response to contractual obligations described in the Fraternal Order of Police Collective Bargaining Agreement. These additional lines of service increased the anticipated expenditure.

Original approved amount \$40,000.00 Increase requested \$1,000.00

New total expenditure \$41,000.00 Not to Exceed

FY2024 Budgeted Expense Original Board Report BR #8049-F

B. Car Rental Services – (Participant Travel – Athletics)

Enterprise Rent-A-Car Midwest

Rockford, IL

\$5,000.00*(2)

2. This increase is to cover car rentals for Athletics team travel. Charter bus companies have not always been able to accommodate the teams' travel needs, especially during inclement weather, and the teams have had to use Enterprise for rental vehicles as an alternative more often than anticipated. This increase will ensure that the baseball and softball teams can secure transportation during the remainder of the fiscal year.

Original approved amount \$25,000.00 Increase requested \$5,000.00

New total expenditure \$30,000.00 Not to Exceed

FY2024 Budgeted Expense

Original Board Report BR #8049-F

Purchase Report-A - FY2024 Amendments

C. <u>Software – (Marketing – Website Services Software Support)</u>

Modern Campus

Camarillo, CA

\$2,000.00*(3)

3. Modern Campus provides subscriptions and support for the website's content management system. The Marketing Department has identified accessibility issues within Rock Valley College's website, and the changes necessary to correct the issues are outside the scope of the existing contract. This increase is for an amendment to the contract and will facilitate developer hours to address the accessibility issues within the College's website.

Original approved amount \$30,675.00 Increase requested \$2,000.00

New total expenditure \$32,675.00 Not to Exceed

FY2024 Budgeted Expense Original Board Report BR #8049-E

D. Contractual Services – (Other Contractual Services – Purchasing Card)

American Express

Carson, CA

\$100,000.00*(4)

4. This expense is for increased miscellaneous commodities purchased through the College's Procurement Card (P-Card) program. Travel to conferences and athletic tournaments increased drastically this fiscal year, especially in the fall and spring. Travel expenses include ground and air transportation, hotels, and point-of-sale meals. The College can only pay for airfare and most hotel stays using a P-Card. As a result of the seasonal travel expenses, the amount initially requested needs to be increased to cover end-of-year expenses. This is a pass-through expense account.

Original approved amount \$900,000.00 Increase requested \$100,000.00

New total expenditure \$1,000,000.00 Not to Exceed

FY2024 Budgeted Expense

Original Board Report BR #8049-F

Purchase Report-A - FY2024 Amendments

E.	Architect and Engineer – (Other Contractual Services – ATC Phase 2)	

Ollmann Ernest Martin Architects Belvidere, IL \$2,366.12*(5)

5. This expense is an addition to the architect expenses related to the ATC Phase II project. The original cost did not include the reimbursables associated with the project.

Original approved amount \$144,375.00
Increase requested \$ 2,366.12
New total expenditure \$146,741.12 Not to Exceed

FY2024 Budgeted Expense
Original Board Report BR #7992-A

Howard J. Spearman, Ph.D.
President

Board Approval:

Secretary, Board of Trustees

Recommendation: Board approval for items marked with an asterisk.

A. Camera System and Software – (Capital PHS Funds – RVC Police Department)

Axon Enterprises, IncScottsdale, AZ\$159,641.69*(1)Utility Associates, Inc.Decatur, GA\$ 167,600.00

1. This expense is for a complete camera system and its software for the RVC Police Department. A new state mandate will go into effect on January 1, 2025, that requires law enforcement officers to wear Body Worn Cameras (BWCs) while on duty. RFP #24-10 Body-Worn and In-Vehicle Camera System, Software, Integration, and Services sought proposals to meet the mandate. The current in-squad video camera system is outdated and would not be compatible with the newer body-worn camera technology. Per the bid specifications, in-squad cameras will be mounted in police vehicles, and BWCs will be worn by RVC police officers. The system includes Digital Evidence Management Software (DEMS) and redaction software. The bid award is for a 5 (five) year contract with a service and system warranty for the duration of the contract. This system will improve campus safety, provide transparency, increase public trust, satisfy the State of Illinois Mandate requiring police officers to wear BWC's, and improve evidence management. Two submittals were received and reviewed by a selection committee. Each vendor provided an in-depth demonstration to the committee. The committee identified Axon Enterprises as the most responsible vendor.

FY2024 Budg	geted Expense	
		Howard J. Spearman, Ph.D. President
Board Approval:	Secretary, Board of Trustees	

Recommendation: Board approval for items marked with an asterisk.

A. <u>Printing & Mailing – (Print/Copy Commercial Services – CCE and Continuing</u> Education)

KK Stevens	Astoria, IL	\$80,604.65*(1)
		Not to Exceed
Worlds Printing and Specialists Co.	Chicago, IL	\$ 107,764.80
Indiana Printing & Publishing	Indiana, PA	\$ 109,342.20

1. This expense is for the printing and mailing the Community and Continuing Education catalog per the specifications of Bid #24-14 Printing & Mailing Non-Credit Catalogs. The catalog will have three (3) editions each fiscal year to run in the fall, spring, and summer. This is the first year of a three (3) year contract with two (2) possible one-year extensions. Bid responses were based on a quantity of 141,400 catalogs per edition. Prices include a ten percent (10%) contingency due to the potential variation of quantities to be printed for each edition.

FY2025 Budgeted Expense

B. <u>Travel Expenses – (Participant Travel – TRiO and Upward Bound)</u>

Gerber Tours	Mineola, NY	\$43,000.00*(2)
		Not to Exceed

2. This expense is for the 2024 TRiO Upward Bound and TRiO SSS summer trip. Program participants will travel to New Orleans between July 24th and 27th for cultural immersion, multicultural events, and college and career experiences. Gerber Tours specializes in customizing their tours to meet the specific needs and requirements of the TRiO programs, and they handle all the travel arrangements for airfare, hotel, ground transportation, meals, tours, and entry into various cultural and educational experiences. Itinerary highlights include The National World War II Museum of New Orleans, guided tours of the French Quarter and the Honey Island Swamp, and a visit to two universities.

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption A: Contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part

FY2025 Grant Expense

C. Production Contract – (Other Contractual Services – Starlight Theatre)

TBD New York, NY \$25,000.00*(3)
Not to Exceed

3. This expense is for Production A of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensers in New York will be sourced for the production:

Music Theatre International Concord Theatricals Theatrical Rights Worldwide Broadway Licensing

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1)

Exemption L: Contracts for goods or services which are economically procurable from only one source

FY2025 Budgeted Expense

D. Production Contract – (Other Contractual Services – Starlight Theatre)

TBD New York, NY \$25,000.00*(4) Not to Exceed

4. This expense is for Production B of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensers in New York will be sourced for the production:

Music Theatre International Concord Theatricals Theatrical Rights Worldwide Broadway Licensing

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption L: Contracts for goods or services which are economically procurable from only one source

FY2025 Budgeted Expense

E. Production Contract – (Other Contractual Services – Starlight Theatre)

TBD New York, NY \$25,000.00*(5)
Not to Exceed

5. This expense is for Production C of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensers in New York will be sourced for the production:

Music Theatre International Concord Theatricals Theatrical Rights Worldwide Broadway Licensing

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1)

Exemption L: Contracts for goods or services which are economically procurable from only one source

FY2025 Budgeted Expense

F. <u>Production Contract – (Other Contractual Services – Starlight Theatre)</u>

TBD New York, NY \$25,000.00*(6) Not to Exceed

6. This expense is for Production D of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensers in New York will be sourced for the production:

Music Theatre International Concord Theatricals Theatrical Rights Worldwide Broadway Licensing

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption L: Contracts for goods or services which are economically procurable from only one source

FY2025 Budgeted Expense

G. <u>Production Contract – (Other Contractual Services – Starlight Theatre)</u>

TBD New York, NY \$12,000.00*(7)
Not to Exceed

7. This expense is for the StarBright show of the summer 2025 season of Starlight Theatre. This show is still being determined and will be the second annual StarBright performance managed by performers aged 8 to 18. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensers in New York will be sourced for the production:

Music Theatre International Concord Theatricals Theatrical Rights Worldwide Broadway Licensing

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1)

Exemption L: Contracts for goods or services which are economically procurable from only one source

FY2025 Budgeted Expense

H. <u>Maintenance Software Fees – (Education Fund – IT Administration, Maintenance Services Software Support)</u>

Ellucian Malvern, PA (8)

Fiscal Year 2025	Yearly Fee	\$1,262,791
Fiscal Year 2026	Yearly Fee	\$1,284,279
Fiscal Year 2027	Yearly Fee	\$ 691,060
Fiscal Year 2028	Yearly Fee	\$ 725,613
Fiscal Year 2029	Yearly Fee	\$ 761,893

8. Ellucian Colleague is the College's campus-wide administrative Enterprise Resource Planning (ERP) system. Colleague enables the College to carry out day-to-day operations by integrating across the College's unique business areas, including Registration, Student Services, Financial Aid, Human Resources, Financial Services, and others. Currently, the College's data is maintained in a UniData database, which is being phased out and is expected to be unsupported within a few years as ERP systems are migrating to cloud-based services. Due to changes in this environment and the need to stay competitive, the College needs to migrate to the Ellucian Colleague SaaS environment. The SaaS migration will be conducted over two years, at which time the annual maintenance cost will be adjusted. The FY 2025 and FY 2026 expenses are for the annual maintenance and for the migration and conversion to the Ellucian Colleague SaaS environment. Approval is being requested now to allow parties to begin planning the conversion.

FY24 Budgeted Expense

	Howard J. Spearman, Ph.D. President
Board Approval:	
Secretary, Board of Trustees	

Rock Valley College Quarterly Purchase Activity 3rd Quarter / FY 2024 Items between \$10,000 to \$25,000

New Blanket Purchase Orders

BPO #	BPO Date	Vendor Name	Fund	Original Amount
B0011705	04/29/2024	Metal Prep Services, Inc.	02	\$18,837.50
B0011704	04/26/2024	Testing Service Corporation	03	\$16,375.00
B0011701	04/08/2024	Integrity Concrete Coatings	02	\$11,914.00

Blanket Purchase Orders Amendments

						BPO Maintenance
BPO#	BPO Date	Vendor Name	Fund	Original Amount	BPO New Total	Date
B0011142	07/03/2023	Lingk Inc	01	\$10,000.00	\$10,500.00	03/12/2024
B0011289	07/21/2023	Airgas USA, LLC	01	\$8,500.00	\$16,050.00	04/11/2024
B0011392	08/03/2023	Grainger	02	\$8,000.00	\$15,000.00	03/27/2024

New Purchase Orders

PO#	PO Date	Vendor Name	Fund	Amount
P0049190	04/29/2024	C D W Government Inc	01	19,381.86
P0049175	04/29/2024	Johnson Controls Inc	02	18,354.00
P0049074	04/09/2024	Adorama Camera Inc	06	11,681.04
P0048958	03/15/2024	Pluralsight, LLC	01	10,941.00
P0048994	03/20/2024	Penguin Random House LLC	31	10,000.00

Purchase Orders Amendments

						BPO Maintenance
BPO#	BPO Date	Vendor Name	Fund	Original Amount	BPO New Total	Date

None to report

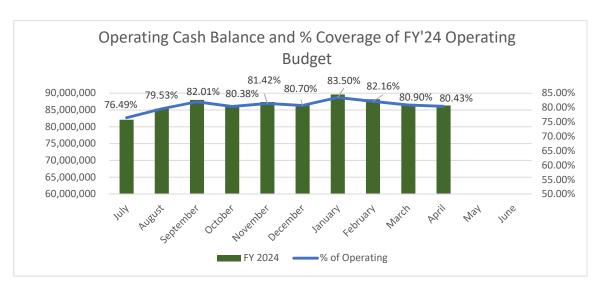
ROCK VALLEY COLLEGE

Cash and Investment Report April 30, 2024

	Month End Balance	<u>.</u>
Operating Cash Accounts		
Illinois Bank & Trust	6,745,793	
PMA Operating Cash	10,870,889	
Petty Cash	3,274	
ISDLAF*	21,430,052	
Total Operating Cash:	_	39,050,008
Operating Investments Accounts		
PMA Operating	41,219	
ISDLAF*	82,571	
CD's and CDARS	41,063,028	
Treasuries	4,368,684	
ISDLAF Term Series	1,250,000	
FHLB Discount Notes	477,431	
Total Operating Investments:		47,282,933
Total Operating Cash & Investments:	_	86,332,941
Total Operating Cash and Investments on March 31, 2024		86,836,088
Total Operating Cash and investments on March 31, 2024	_	00,030,000
Total Operating Cash and Investments on April 30, 2024	=	86,332,941
Total Operating Cash and Investments on April 30, 2023	_	73,535,274
% of Operating Budget		80.43%
Change in Operating Cash and Investments since March 31,	2024	(503,147)

^{*}Illinois School District Liquid Asset Fund

	Month End Balan	<u>ce</u>
Capital Funds		
Debt Service	4,975	
Life Safety	3,514,586	
CDB Escrow	585,903	
Building Funds	8,019,360	
Total Capital Funds:		12,124,823
Total Capital Funds on March 31, 2024		12,144,016
,	=	
Total Capital Funds on April 30, 2024	=	12,124,823
Change in Capital Funds since March 31, 2024		(19,193)



Month / Year	Cash & Investments	Capital	Total
April 2024	86,332,941	12,124,823	98,457,764
April 2023	75,375,546	11,330,563	86,706,108
March 2024	86,836,088	12,144,016	98,980,104
March 2023	76,720,650	11,325,913	88,046,563
February 2024	88,191,264	12,055,291	100,246,555
February 2023	73,535,274	11,506,241	85,041,515
January 2024	89,622,418	12,080,229	101,702,648
January 2023	76,505,959	11,467,053	87,973,012
December 2023	86,619,649	12,022,984	98,642,633
December 2022	76,593,409	17,140,956	93,734,364
November 2023	87,396,331	20,349,393	107,745,724
November 2022	76,181,482	18,315,921	94,497,403
October 2023	86,279,617	20,962,436	107,242,052
October 2022	79,115,154	18,105,076	97,220,230
September 2023	88,021,757	19,753,543	107,775,300
September 2022	75,483,681	19,659,183	95,142,864
August 2023	85,365,989	18,758,217	104,124,206
August 2022	72,609,823	20,355,497	92,965,321
July 2023	82,104,819	17,993,199	100,098,019
July 2022	73,227,608	19,835,297	93,062,906
June 2023	83,887,036	16,942,490	100,829,526
June 2022	72,894,073	20,046,781	92,940,854
May 2023	76,503,790	13,085,170	89,588,960
May 2022	67,022,029	14,717,680	81,739,710
April 2023	75,375,546	11,330,563	86,706,108
April 2022	64,250,129	13,129,795	77,379,925



3301 North Mulford Road Rockford, IL 61114

State of Illinois

Rock Valley College

Community College District 511

3rd Quarter Y-T-D Financial Report 3/31/2024

Submitted: May 14, 2024

Prepared by: Ellen Olson, Vice President of Finance and Chief Financial Officer

Presented by: Ellen Olson, Vice President of Finance and Chief Financial Officer

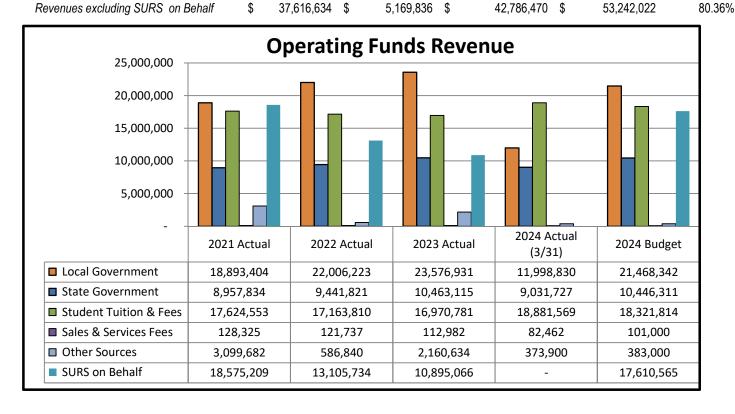


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Health Care Vital Signs	10 - 11

Rock Valley College FY24 Operating Funds 3rd Qtr Y-T-D

Operating (Funds 01 & 02)

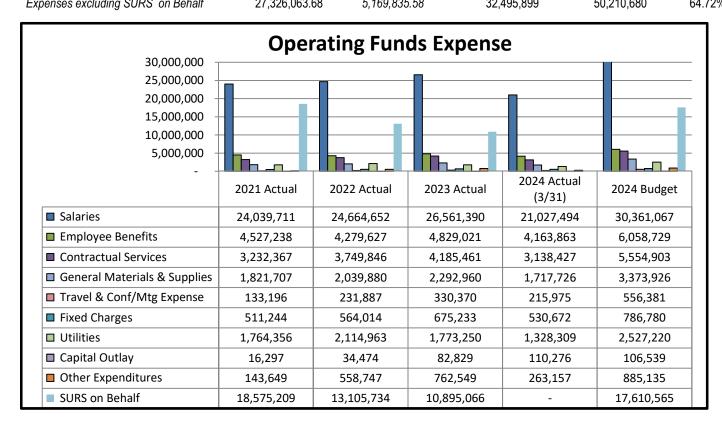
	Revenues by Source		Fund 01 Actual 3/31/2024		Fund 02 Actual 3/31/2024	C	Total Operating Revenue 3/31/2024	Ор	2024 erating Revenue Budget	% Actual to Budget
41	Local Government	\$	9,957,525	\$	2,041,304	\$	11,998,830	\$	21,468,342	55.89%
42	State Government		8,421,610		610,117		9,031,727		10,446,311	86.46%
43	Federal Governmental		-		-		-		-	
44	Student Tuition & Fees		17,264,835		1,616,734		18,881,569		18,321,814	103.06%
45	Sales & Services Fees		82,462		-		82,462		101,000	81.65%
46	Facilities Revenue		-		753,811		753,811		968,000	77.87%
47	Investment Revenue		1,383,244		6,459		1,389,703		1,207,000	115.14%
48	Gifts, Grants, & Bequests		274,467		-		274,467		346,555	79.20%
49	Other Sources		232,489		141,411		373,900		383,000	97.62%
	SURS on Behalf		-		-		-		17,610,565	0.00%
	Total Revenues	\$	37,616,634	\$	5,169,836	\$	42,786,470	\$	70,852,587	60.39%
	D	•	07.040.004	•	5 400 000	•	40.700.470	Φ.	50.040.000	00.000/



Rock Valley College FY24 Operating Funds 3rd Qtr Y-T-D

Operating (Funds 01 & 02)

	Expenses by Source		Fund 01 Actual 3/31/2024	Fund 02 Actual 3/31/2024	0	Total perating Expense 3/31/2024	Ор	% Actual to Budget	
51	Salaries	\$	19,187,103	\$ 1,840,392	\$	21,027,494	\$	30,361,067	69.26%
52	Employee Benefits		3,822,349	341,514		4,163,863		6,058,729	68.73%
53	Contractual Services		2,020,851	1,117,576		3,138,427		5,554,903	56.50%
54	General Materials & Supplies		1,429,366	288,360		1,717,726		3,373,926	50.91%
55	Travel & Conf/Mtg Expense		219,866	(3,891)		215,975		556,381	38.82%
56	Fixed Charges		317,661	213,011		530,672		786,780	67.45%
57	Utilities		5,751	1,322,559		1,328,309		2,527,220	52.56%
58	Capital Outlay		59,960	50,316		110,276		106,539	N/M
59	Other Expenditures		263,157	-		263,157		885,135	29.73%
	SURS on Behalf		-	-		-		17,610,565	0.00%
	Total Expenses	\$	27,326,064	\$ 5,169,836	\$	32,495,899	\$	67,821,245	47.91%
	Expenses excluding SURS on Behalf		27,326,063.68	5,169,835.58		32,495,899		50,210,680	64.72%



Other Financing Sources (Uses)	Fund 01 Actual 3/31/2024	Fund 02 Actual 3/31/2024	Ol	Total perating Expense 3/31/2024	2024 Operating Expense Budget	% Actual to Budget
Transfers from Other Funds						
Transfer to Other Funds	(13,000,000)			(13,000,000)	-	N/M
Total Other Financing Sources	\$ (13,000,000)	\$ -	\$	(13,000,000)	\$ -	N/M
Total Expenses, Including Transfers	\$ 40,326,064	\$ 5,169,836	\$	45,495,899	\$ 67,821,245	67.08%

Fund 01 Education-Detail

The Education Fund is established by Section 3-1 of the Public Community College Act. It is used to account for the revenues and expenditures of the academic and service programs of the college.

(Target % = 75%)

						(Target % = 75%)	
	FY 2021	FY2022	FY 2023	FY 2024 Actuals	% of 2023		% of 2024
	Actuals	Actuals	Actuals	(3/31/2024)	Actuals	FY 2024 Budget	Budget
<u>Revenue</u>							
Local Government	\$ 16,093,106	\$ 18,136,578	\$ 19,564,767	\$ 9,957,525	54.90%	\$ 18,038,403	55.20%
State Government	8,303,462	8,759,445	9,686,656	8,421,610	96.14%	9,669,852	87.09%
Federal Government	-	-	-	-		-	
Student Tuition & Fees	16,135,139	16,002,715	16,970,781	17,264,835	107.89%	14,917,447	115.74%
Sales & Service Fees	128,325	121,737	112,982	82,462	67.74%	101,000	81.65%
Facilities Revenue	-		-	-		-	
Investment Revenue	95,063	(20,405)	2,725,032	1,383,244	N/M	1,207,000	114.60%
Gifts, Grants & Bequests	237,359	228,504	323,346	274,467	120.11%	346,555	79.20%
Other Revenue	2,846,338	369,383	1,864,879	232,489	62.94%	136,500	170.32%
SURS on Behalf	17,045,429	11,885,594	9,898,231	-	0.00%	16,190,016	0.00%
Total Revenue	\$ 60,884,221	\$ 55,483,551	\$ 61,146,676	\$ 37,616,634	67.80%	\$ 60,606,773	62.07%
	,,,	,,,	, , , ,, ,,	, , , ,, ,, ,		,,,	
Expenses							
Salaries	\$ 22,063,594	\$ 22,476,246	24,123,291	19,187,103	85.37%	\$ 27,932,170	68.69%
Employee Benefits	4,118,476	3,899,236	4,452,853	3,822,349	98.03%	5,580,523	68.49%
Contractual Services	1,874,496	2,209,868	2,391,346	2,020,851	91.45%	3,238,573	62.40%
General Materials & Supplies	1,427,947	1,583,239	1,777,917	1,429,366	90.28%	2,611,661	54.73%
Travel & Conf/Meeting Exp	129,560	227,071	330,821	219,866	96.83%	546,308	40.25%
Fixed Charges	347,293	370,456	485,456	317,661	85.75%	534,780	59.40%
Utilities	3,351	6,471	7,928	5,751	88.87%	6,265	91.79%
Capital Outlay	16,297	34,474	37,844	59,960	173.93%	50,000	0.00%
Other Expenditures	129,014	554,735	761,049	263,157	47.44%	885,135	29.73%
SURS on Behalf	17,045,429	11,885,594	9,898,231	-	0.00%	16,190,016	0.00%
Total Expenses	\$ 47,155,458	\$ 43,247,390	\$ 44,266,736	\$ 27,326,064	63.19%		47.46%
Total Expenses	Ψ 47,133,430	Ψ 45,247,530	Ψ 44,200,730	Ψ 21,320,004	03.1970	Ψ 37,373,431	47.4076
Contingonal						3,031,342	
Contingency			-	-		3,031,342	
Other Financing Sources (Uses)							
Transfers from Other Funds						-	
Transfer to Other Funds		(13,371,085)	(14,247,008)			-	
Total Other Financing Sources (Uses)	-	(13,371,085)	(14,247,008)	(13,000,000)		-	
Excess (Deficiency) of Revenues Over							
Expenditures and Other Sources (Uses)	\$ 13,728,763	\$ (1,134,924)	\$ 2,632,932	\$ (2,709,430)		\$ -	
Beginning Fund Balance	\$ 23,216,732	\$ 36,945,495	\$ 35,810,571	\$ 38,443,503		\$ 38,443,503	
Change in Fund Balance	13,728,763	(1,134,924)	2,632,932	(2,709,430)		-	
Ending Fund Balance	\$ 36,945,495	\$ 35,810,571	\$ 38,443,503	\$ 35,734,073		\$ 38,443,503	
•	, , ,	,,	, , ,	, . ,		, , , ,	

Fund 02 Operations & Maintenance-Detail

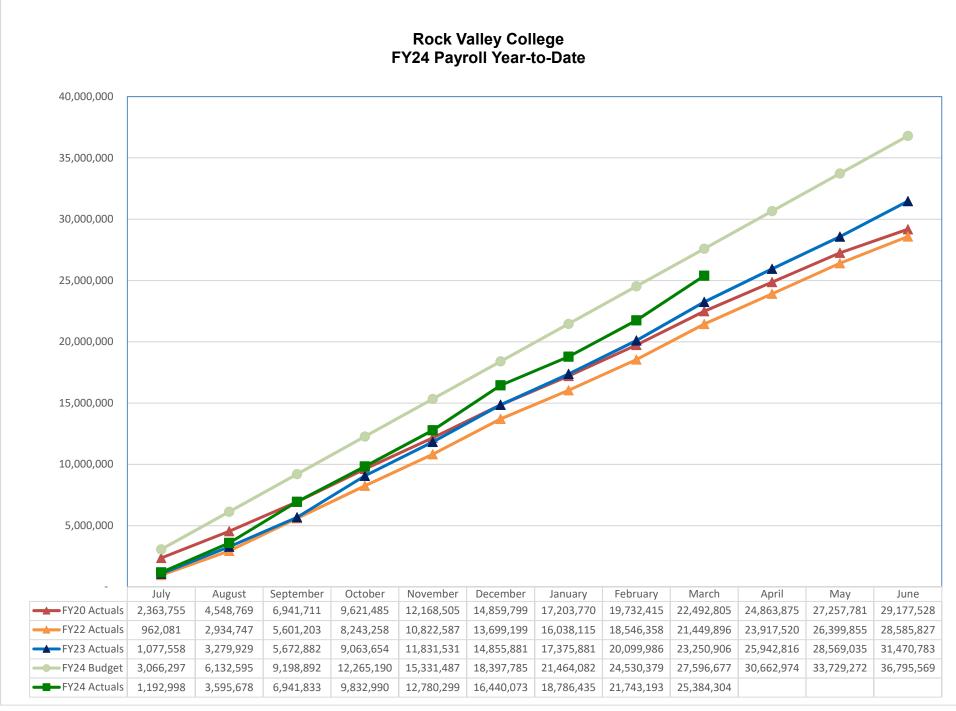
The Operations & Maintenance Fund is used to account for the expenditures for the improvement, maintenance, repair, or benefit of buildings and property, including the costs of interior decorating, installation and repair of fixtures, rental of building and property, payment of insurance premiums upon buildings, and utilities.

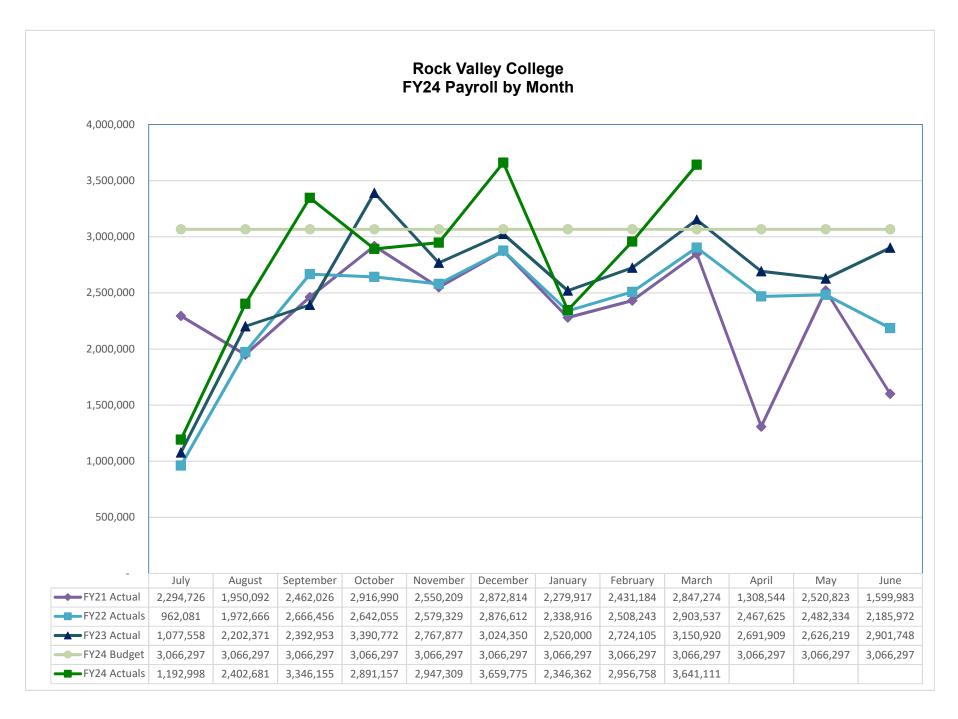
						(Target % = 75%)	
				FY 2024			
	FY 2021	FY2022	FY 2023	Actuals	% of 2023		% of 2024
	Actuals	Actuals	Actuals	(3/31/2024)	Actuals	FY 2024 Budget	Budget
Devenue							
Revenue Local Government	\$ 2,800,298	\$ 3,869,644	\$ 4,012,164	\$ 2,041,304	52.75%	\$ 3,429,939	59.51%
State Government	\$ 2,000,290 654,371	682,376	776,459	610,117	52.75% 89.41%	776,459	59.51% 78.58%
Federal Government	-	-	-	010,117	09.4170	770,433	70.3070
Student Tuition & Fees	1,489,414	1,161,095	1,045,767	1,616,734	139.24%	3,404,367	47.49%
Sales & Service Fees	-	-	-	-	N/M		N/M
Facilities Revenue	882,193	782,452	864,892	753,811	96.34%	968,000	77.87%
Investment Revenue	117	163,270	128,022	6,459	3.96%	-	N/M
Gifts, Grants & Bequests	-	-	1,500	-		-	
Other Revenue	253,343	217,456	295,755	141,411	65.03%	· · · · · · · · · · · · · · · · · · ·	57.37%
SURS on Behalf	1,529,780	1,220,140	996,835	<u>-</u>	0.00%		0.00%
Total Revenue	\$ 7,609,516	\$ 8,096,435	\$ 8,121,393	\$ 5,169,836	63.85%	\$ 10,245,814	50.46%
_							
<u>Expenses</u>	A 4 070 447	A 0.400.400	A 0 400 000	A 4 0 4 0 0 0 0		A 0.400.007	
Salaries	\$ 1,976,117	\$ 2,188,406	\$ 2,438,099	\$ 1,840,392	84.10%		75.77%
Employee Benefits Contractual Services	408,762	380,390	376,168	341,514	89.78%	478,206	71.42%
General Materials & Supplies	1,357,871 393,760	1,539,978 456,641	1,794,115 515,043	1,117,576 288,360	72.57% 63.15%	' '	48.25% 37.83%
Travel & Conf/Meeting Exp	3,636	4,816	(451)	(3,891)		,	-38.62%
Fixed Charges	163,951	193,558	189,777	213,011	110.05%	,	84.53%
Utilities	1,761,006	2,108,493	1,765,322	1,322,559	62.73%		52.46%
Capital Outlay	-	_,,	44,985	50,316	N/M		N/M
Other Expenditures	14,635	4,013	1,500	-	N/M		N/M
SURS on Behalf	1,529,780	1,220,140	996,835	-	0.00%	1,420,549	0.00%
Total Expenses	\$ 7,609,516	\$ 8,096,435	\$ 8,121,393	\$ 5,169,836	63.85%	\$ 10,245,814	50.46%
Contingency			-	-		-	
Other Financing Sources (Uses)							
Transfers from Other Funds						-	
Transfer to Other Funds	-	-	-	-		-	
Total Other Financing Sources (Uses)	-	-	-	-		-	
Excess (Deficiency) of Revenues Over							
*	ф o	ф о	¢ (0)	Ф О		¢.	
Expenditures and Other Sources (Uses)	\$ 0	\$ 0	\$ (0)	\$ 0		\$ -	
Beginning Fund Balance	\$ 0	\$ 0	\$ 0	\$ 0		\$ 0	
Change in Fund Balance	0	0	(0)	0		-	
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 1		\$ 0	
					-		

Fund 05 Auxiliary Enterprises-Detail

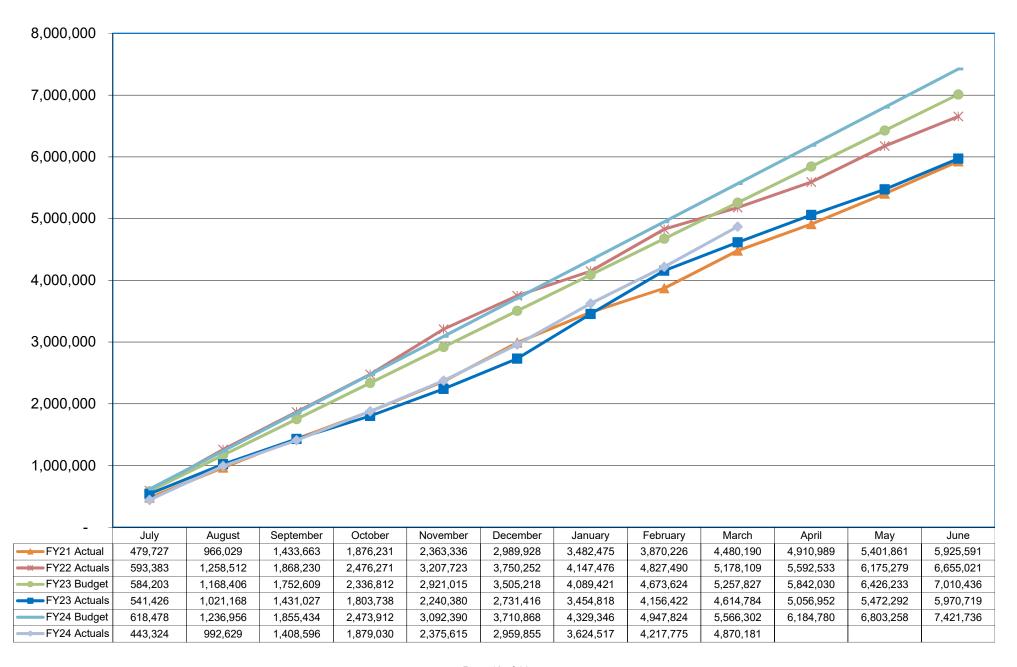
The Auxiliary Enterprises Fund is established by Section 3-31.1 of the Public Community College Act. It is used to account for college services where a fee is charged and the activity is intended to be self-supporting. Accounts in this fund include food services, student stores, and intercollegiate athletics.

					(Target % = 75%)		
				FY 2024			
	FY 2021	FY 2022	FY 2023	Actuals	% of 2023		% of 2024
	Actuals	Actuals	Actuals	(3/31/2024)	Actuals	FY 2024 Budget	Budget
_							
Revenue	•	•	•			•	
Local Government	\$ -	\$ -	\$ -	\$ -	N/M	\$ -	N/M
State Government	-	-	52,229	-	0.00%	-	N/M
Federal Government	4 500 000	4 745 074	4 704 000	4 000 000	N/M	-	N/M
Student Tuition & Fees	1,538,986	1,715,671	1,761,238	1,828,282	103.81%	2,094,697	87.28%
Sales & Service Fees	618,503	1,039,309	1,208,997	1,149,313	95.06%	1,655,396	69.43%
Facilities Revenue				-	N/M	-	N/M
Investment Revenue Gifts, Grants & Bequests	1,475	1,785	2,744	830	N/M 30.25%	3,000	N/M 27.67%
Other Revenue	783,641	989,721	369,150	333,445	90.33%	578,794	57.61%
SURS on Behalf	968,578	800,498	665,008	333,443	0.00%	1,451,193	0.00%
		\$4,546,985	\$4,059,366	£ 2 211 070			
Total Revenue	\$ 3,911,183	\$ 4,546,985	\$ 4,059,366	\$3,311,870	81.59%	\$ 5,783,080	57.27%
Expenses							
Salaries	\$ 1,531,960	\$ 2,020,432	\$ 2,226,594	\$ 1,613,475	72.46%	\$ 2,485,044	64.93%
Employee Benefits	321,658	340,161	465,120	333,604	71.72%	513,348	64.99%
Contractual Services	257,094	341,250	323,345	353,241	109.25%	569,073	62.07%
General Materials & Supplies	257,062	329,292	441,068	268,664	60.91%	552,995	48.58%
Travel & Conf/Meeting Exp	95,542	219,063	229,923	310,892	135.22%	273,498	113.67%
Fixed Charges	27,616	11,870	4,230	2,080	49.17%	6,950	29.93%
Utilities	27,010	11,010	647	720	111.37%	1,200	60.02%
Capital Outlay	20,695	5,299	-	-	N/M	-,200	N/M
Other Expenditures	802,178	572,283	775,524	818,274	105.51%	900.310	90.89%
SURS on Behalf	968,578	800,498	665,008	-	0.00%	1,451,193	0.00%
Total Expenses	\$4,282,383	\$4,640,148	\$ 5,131,459	\$3,700,949	72.12%		54.80%
Other Financing Sources (Uses)							
Transfers from Other Funds	-	-	1,000,000	2,000,000		1,000,000	
Transfer to Other Funds		-	-			-	
Total Other Financing Sources (Uses)	\$ -	\$ -	\$1,000,000	\$2,000,000		\$ 1,000,000	
Excess (deficiency) of revenues over							
expenditures and other sources (uses)	\$ (371,200)	\$ (93,163)	\$ (72,093)	\$ 1,610,921		\$ 29,469	
Beginning Fund Balance	\$ 502,675	\$ 131,475		\$ (33,782)		\$ (33,782)	
Change in Fund Balance	(371,200)	(93,163)	. , ,	1,610,920		29,469	
Ending Fund Balance	\$ 131,475	\$ 38,311	\$ (33,782)	\$1,577,138		(4,313)	

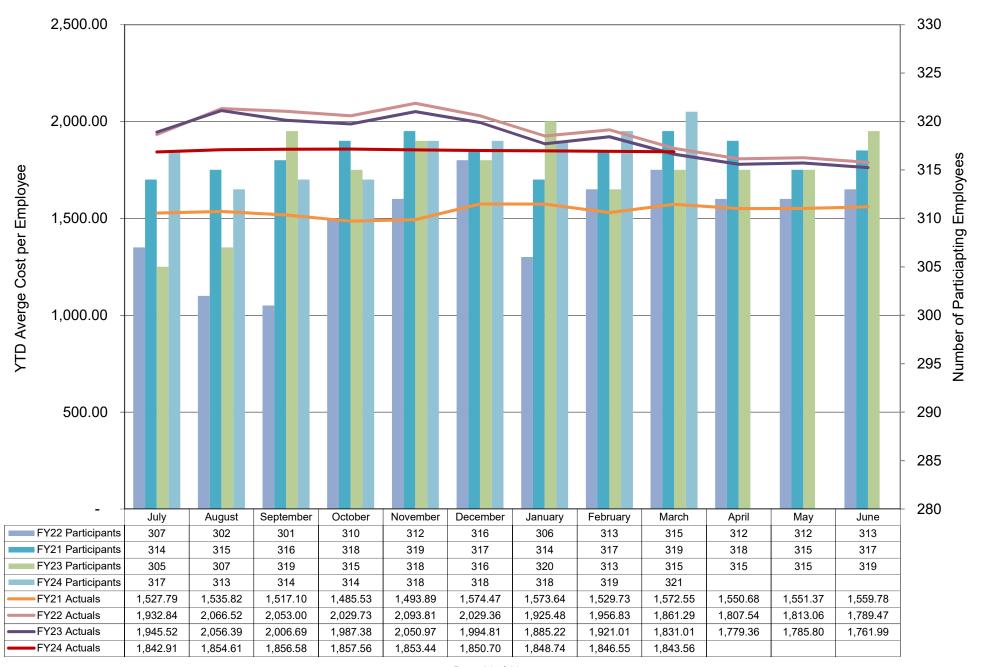




Rock Valley College Health Care Costs - Year-To-Date



Rock Valley College Health Care Costs - Year-To-Date Average Cost per Participating Employee



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Bonding Overview

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Board of Trustees Committee of the Whole Meeting May 14, 2024

Ellen Olson, Vice President of Finance

Capital Construction Projects

Construction Project	Estimated Costs	RVC/ External Funding	Financing
CLII			
Construction Costs	35,000,000		
Furniture, Fixture & Equipment	3,700,000		
	38,700,000	21,878,917 *	16,821,083
HSC 3rd Floor Build-out/Elevator	3,249,000	1,500,000	1,749,000
Downtown West	52,000,000	1,500,000 **	50,500,000
Total Costs	93,949,000	24,878,917	69,070,083

^{*}Includes \$17,000,000 Capital Development Board

^{**}Anticipated State assistance

Bonding Projection

- \$14.7 million Working Cash Bond proceeds generated in December 2024 (Classroom Building II Project)
- \$40.25 million Debt Certificate proceeds generated in April 2025
 (Downtown Project and remainder of Classroom Building II Project)
 - Subsequent Funding Bonds issued in August 2025
- \$14.25 million Debt Certificate proceeds generated in April 2026 (Downtown project)
 - Subsequent Funding Bonds issued August 2026

What does Arbitrage Mean? What is Rebate?

What is arbitrage?

➤ Difference between (i) what would have been earned if taxexempt bond proceeds were invested at bond yield and (ii) the earnings on the investments of such tax-exempt bond proceeds in higher yielding securities

What is rebate?

- An issuer must pay (rebate) arbitrage profits to the federal government
- Are there exceptions to the rebate?
 - Small Issuer Exception
 - Spend-Down Exceptions

Arbitrage Rebate Exceptions

- The US Tax Code generally prohibits positive arbitrage on the investment of bond proceeds (i.e. investment earnings in excess of the bond yield)
- Small issuer exception for community colleges
 - Issue less than \$15 million of tax-exempt bonds in a calendar year
- Spend Down Exceptions
 - "Reward" for spending bond proceeds quickly
 - Allowed to keep positive arbitrage
 - Must meet each spending benchmark, no catch up allowed

6-Month	18-Month	2-Year (ACP)
All gross proceeds	All new money	Construction issues
✓ 6 months 100%*	✓ 6 months 15%	✓ 6 months 10%
	✓ 12 months 60%	✓ 12 months 45%
	✓ 18 months 100%**	✓ 18 months 75%
		✓ 24 months 100%**

^{*} Exceptions for 5% of the proceeds of the issue if spent within one year

^{**} De minimis (lesser of 3% or \$250K) and reasonable retainage (5% spent in 12 months) exceptions may apply for last benchmark

Estimated Cash Outflow Projection

		HSC 3rd Floor					
		Build-out	Downtown		RVC/External		Cummulative
Quarter	CLII	/Elevator	West	Total	Funding *	Bonding	Net Position
Q3 Cal Yr 2024	18,000,000		1,627,000	19,627,000	4,878,917		(14,748,083)
Q4 Cal Yr 2024		811,250	560,000	1,371,250	1,500,000	14,700,000	80,667
Q1 Cal Yr 2025		1,626,500	628,500	2,255,000	1,000,000		(1,174,333)
Q2 Cal Yr 2025		811,250	5,953,500	6,764,750	500,000	40,250,000	32,810,917
Q3 Cal Yr 2025			9,555,500	9,555,500			23,255,417
Q4 Cal Yr 2025			10,473,500	10,473,500			12,781,917
Q1 Cal Yr 2026	3,700,000		9,565,500	13,265,500			(483,583)
Q2 Cal Yr 2026			6,164,500	6,164,500		14,250,000	7,601,917
Q3 Cal Yr 2026			7,472,000	7,472,000			129,917
	21,700,000	3,249,000	52,000,000	76,949,000	7,878,917	69,200,000	

^{*}External funding excludes CDB \$17,000,000

Downtown Project Financing Considerations

- ➤ An estimated monthly draw schedule for the project will help inform exactly when debt certificates-to-funding bonds should be issued (including the frequency of such transactions), and how much should be issued with each sale
- Subsequent financing scenarios will further refine strategies to manage arbitrage rate, maximize interest earnings on debt certificate proceeds and minimize the College's borrowing cost

Suggested Timeline for Series 2024 Working Cash Bonds

TBD	Presentation to Committee of the Whole
September 24	Board adopts Resolution calling Bond Issue Notification Act (BINA) hearing at regular meeting
~September 26	Legal notice published in the newspaper
October 22	Board holds BINA hearing at regular meeting
November 19	Board approves parameters resolution authorizing the sale of Working Cash Bonds at regular meeting
December 2	Working Cash Bonds sold; delegates approve final results
December 19	Bonds close; College receives Working Cash Bond proceeds

Preliminary Timeline for Debt Certificates-to-Funding Bonds Issued in 2025

TBD	Board approves reimbursement resolution at regular meeting
February 25	Board adopts parameters resolution for sale of Debt Certificates at regular meeting
Mid-March	Debt Certificates sold; delegates approve final results
Late April	Debt Certificates close; College receives proceeds
May 27	Board adopts Resolution of Intent and Resolution calling for Bond Issue Notification Act (BINA) hearing for Funding Bonds at regular meeting
~May 29	Legal notices for Funding Bonds published in the newspaper
June 24	Board holds BINA hearing for Funding Bonds at regular meeting
~June 26	30-day petition period ends for Funding Bonds
July 22	Board approves parameters resolution authorizing sale of Funding Bonds at regular meeting
Late July	Funding Bonds sold; delegates approve final results
Mid August	Funding Bonds close; Debt Certificates paid off

Reimbursement Resolutions

New or Amended Board Resolution to increase reimbursement for capital expenditures for the Downtown West project

November 21, 2023, Board Report #8105, Reimbursement Resolution was approved permitting reimbursement for a portion of the capital expenditures associated with the construction and equipping of the future downtown location not to exceed \$2 million

Possible Board Resolution for reimbursement of the amount potentially required to fund the required CDB Escrow Trust Account prior to Working Fund Bonds issuance



Personnel Report

Recommendation: The Board of Trus	tees approves the following personnel actions:
A. Appointments	
B. Departures	
Krista Benassi, Biology Professor, F	Full-Time Faculty, resigning effective August 06, 2024.
Elizabeth Pearl Kinney, Chemistry F	Professor, Full-Time Faculty, resigning effective May 19, 2024
	Howard J. Spearman, Ph.D. President
Board Approval: Secretary, Board of To	rustees

Quarterly Human Resources Personnel Report FY 2024

Hires	Q1	Q2	Q3
SSA	7	11	6
FOP	0	0	1
FAC	1	0	1
ESP	0	0	0
PSA	2	6	7
ADM	2	0	1
TOTAL	12	17	16

Departures	Q1	Q2	Q3
SSA	6	6	4
FOP	0	0	0
FAC	0	0	1
ESP	0	0	0
PSA	3	7	5
ADM	0	0	0
TOTAL	9	13	10

RVC Equity Plan Revision Update

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Board of Trustees Committee of the Whole May 14, 2024

Keith R. Barnes, Vice President of Equity and Inclusion

Executive Summary

- Governor Pritzker signed into law in June 2022 HB 5464 (P.A. 102-1046), an amendment to the Illinois Board of Higher Education (IBHE) Act that requires all public institutions of higher education in Illinois to develop and submit to the IBHE an equity plan and practices to increase the access, retention, completion, and student loan repayment rates of minorities, rural students, adult students, women, and individuals with disabilities who are traditionally underrepresented in education programs and activities (Robbins Schwartz, 2022).
- In preparation to fulfill this law, RVC adopted an equity plan in February 2023 to support RVC Strategic Plan Pillar IV Diversity, Equity, and Inclusion/Strategic Goal 2: Close equity gaps so that students from diverse racial, gender and socioeconomic backgrounds can access and achieve their academic and career goals. The first official Equity Plan submission will be due on May 31, 2024, to the Illinois Community College Board (ICCB). RVC will convene a second round of forums with key RVC Stakeholders in the spring of 2024 to revise the current Equity Plan the college adopted in February 2023.

RVC Equity Plan Requirements

From the IBHE Equity Plan Practices Framework and Baseline Plan:

- Table of Contents
- Introduction
- Analyze Data
- Assess Climate (Campus Climate Surveys)
- Policies, Strategies, Services, and Practices

RVC Point Person:

Keith R. Barnes, Vice President of Equity and Inclusion

Equity Plan Revision Recommendations

The overall goal is to be succinct and give ICCB what they requested.

II. Introduction

- Discarded the executive summary and the RVC history sections.
- Added language about RVC's commitment to creating an "accessible" campus to Pillar IV of the RVC Strategic Plan to align with the language in the Equity Plan framework.
- Added relevant division DEIA statements and goals; cite how key department and support services align with department goals.
- Need to create an institutional vision for equity that aligns with the Higher Learning Commission and the Illinois Board of Higher Education equity statements.
- Proposed RVC Vision for Student Equity, "To eliminate equity gaps in access and success outcomes for all students, with a particular focus on historically underserved student populations including Black/African American, Hispanic, Iow-come, rural, non-traditional, and students with a disability."

Equity Plan Revisions

III. Analyze Data

- *Included the RVC Student Profile, Key Performance Indicators (persistence, retention, completion, transfer), first time students in college level work, and Course Success Data.
- *Disaggregate data by racial/ethnicity, gender, age, and Pell Eligibility using a data dashboard.
- *Used data from Disability Support Services to identify students with a disability.
- Plan to add data on rural students and loan default rates beginning the 2024-2025 academic year.
- Student enrollment rates generally reflect the district demographics.
 - *RVC achieved HSI status, but there are challenges with African-American and Hispanic student success outcomes and disproportionate percentages of faculty of color and Hispanic administrators.
- Need to improve the way we identify the major barriers and assess the effectiveness of RVC's efforts to close equity gaps.

Equity Plan Revisions

IV. Assess Campus Climate Data

- 2021 and 2023 RVC employee culture survey results.
- 2021 and 2023 Community College Survey of Student Engagement (CSSE) results.
- 2021 Diverse Learning Environments (DLE) student survey results.
- 2024 Viewfinder student campus climate survey results.
- 2024 Special Population Survey.
- 2024 Pre and Post Survey for Dual Credit. (Sense of belonging and efficacy)
- Intercultural Development Inventory and Debriefs.
- Need to improve identifying key findings and developing action items using data from the instruments.

Equity Plan Revisions

V. Policies, Strategies, Services, & Practices

- Recent efforts include case management advisement, co-requisite course model and placement using multiple measures, expanded wrap-around services, Board of Trustees (BOT) Americans with Disabilities Act (ADA) Policy and Self-Evaluation and Transition Plan, and ASPIRE, a new student orientation initiative for diverse student populations.
- Timeline for implementation and milestone will last through 2027 in conjunction with the current RVC Strategic Plan.
- The Cabinet, Equity Council (and subcommittee), Academic Council, Promoting an Inclusive Community (PAIC), and Student Executive Leadership Council were stakeholders who assisted in developing this plan.
- This plan will coincide with the Student Enrollment Plan, the Academic Plan, the Human Resources Plan, and the Workforce Development Plan.
- The final draft of the plan will be accessible on the RVC Strategic Plan website. RVC stakeholders will have opportunities to provide ongoing feedback during Equity Council Meetings, podcasts, division meetings, Professional/Faculty Development Day, Cabinet, and Townhall meetings.



Questions?

Power Shed Construction 2024

Committe of the Whole: May 14, 2024 *Denotes updated information from last presentation

\$30,530.00

Change	1	I						\$30,530.00
Order		Date	Amount	Amount				Contingoncy
								Contingency
Number	Description	Received	Requested	Approved	Status	Date	Company Name	Running Total
	During the design development we							
	discovered electrical code issues in Building							
	F. Some items needed to be investigated by a							
	qualified electrician. This was conducted and							
	this change order is needed to resolve the						Scandroli	
*1	code issues.	4/25/2024	\$3,164.00	\$3,164.00	Approved	5/7/2024	Construction	\$27,366.00
				,				, ,

ROCK VALLEY COLLEGE 2024 - AT A GLANCE CAMPUS FACILITY EVENTS						
Date	(These are in-person scheduled ever Event		Student	Athlotic	Community	
	Evenit	Stail	Student	Auneuc	Community	
May	AADI Haribara AAsaab Walaaff CCC Abrium 44.20am					
5/1/2024	AAPI Heritage Month Kick-off - SSC Atrium, 11:30am	X	X			
5/1/2024	RVC May Day Celebration - JCSM CLI Link, 12pm	Х	X			
5/1/2024	Transition Ready Event - RVCD 2112 & 2124, 5pm		Х			
5/2/2024	RPS 205 Med Term Quiz Bowl - SSC Atrium, 10am				Х	
5/2/2024	Transition Ready Event - SSC Atrium, 5pm		X			
5/3/2024	Massage Therapy Completion Ceremony - SSC Atrium, 6pm	X	X		X	
05/03 - 05/04	Old Towne Band Spring Concert - ERC PAR, 7:30pm	X	X		X	
5/5/2024	Baseball Game - Baseball Field, 12pm & 2:30pm	X	Х	Х	X	
5/6/2024	D100 AP Testing - ATC Classrooms, 7:45am	X	.,		Х	
05/06 - 05/09	Spring Finals Frenzy Week - SSC Hub, 10am	Х	Х			
5/6/2024	"The Best We Could Do" Novel Discussion - ERC Library, 1:30pm	Х	Х		Х	
5/7/2024	First Tuesday Lecture - SSC Atrium, 12pm	Х	Х		Х	
5/7/2024	Not Your Model Minority Film Screening - ERC Library, 1:30pm	Х	Х		Х	
5/8/2024	Transition Ready Event - PEC 0110, 11am		Х			
5/8/2024	Student Life Leadership Banquet - SSC Atrium, 6pm	Х	X		Х	
5/9/2024	Transition Ready Event - RVCD 2112 & 2124, 5pm		Х			
05/09/224	Phlebotomy Pinning Ceremony - SSC Atrium, 6pm	Х	Х		Х	
5/10/2024	Sankofa African American Recognition Ceremony - SSC Atrium, 6pm	Х	Х		Х	
5/14/2024	Hispanic Heritage Completion Ceremony - PEC Gym, 2pm	Х	Х		Х	
5/15/2024	Dental Hygiene Pinning Ceremony - SSC Atrium, 12pm	Х	Х		Х	
5/15/2024	Respiratory Care Pinning Ceremony - SSC Atrium, 2pm	Х	Х		Х	
5/16/2024	Nursing Pinning Ceremony - SSC Atrium, 11am	Х	Х		Х	
5/16/2024	Certificate Ceremony - PEC Gym, 2pm	Х	Х		Х	
5/16/2024	GED Certificate Ceremony - PEC Gym, 6pm	Х	Х		Х	
5/17/2024	Business Merit Awards - WTC 1308, 12pm	Х	Х		Х	
5/17/2024	RVC Commencement Ceremony - PEC Gym, 2pm & 6pm	Х	Х		Х	
5/18/2024	Who Gives a Ruck 5k - Grounds Walking Path, 9:30am	Х	Х		Х	
5/21/2024	Community Orchestra Concert - ERC PAR, 7pm		Х		Х	
5/22/2024	RVC Retiree Celebration - SSC Atrium, 2pm	Х	Х		Х	
5/23/2024	RAISE Completion Ceremony - SSC Atrium, 4pm	Х	Х		Х	
5/24 & 05/28	CNC Information Session - ATC 1300, 9am		Х		Х	
5/28/2024	Small Business Development Lender Forum - SSC Atrium, 9am	Х	Х		Х	
5/31/2024	WEI Completion Ceremony - PEC Gym, 10am	Х	Х		Х	
June						
6/6/2024	HCCTP Completion Ceremony - ERC PAR, 3pm	Х	Х		Х	
6/8/2024	Strides for Strokes 5k - GRDS Walking Path, 9am				Х	
6/18/2024	High School Summer Basketball League - PEC Gym, 5pm	х		х	Х	
6/20/2024	RVC ACEC Annual Job Fair - Aviation, 3pm	х	х		Х	
6/20/2024	High School Summer Basketball League - PEC Gym, 5pm	х		Х	Х	
06/21 - 06/22	Coach Watkins Elite Basketball Camp - PEC Gym, 8am			Х	Х	
6/25/2024	New Student Welcome Event - SSC Atrium, 11am		Х			
6/26/2024	Navigating Abilities: IL SLD Support Project - SSC Atrium, 8:30am				Х	
6/28/2024	SMART Camp Week One - ATC 1308 & 1310, 8:30am				Х	
July						
7/3/2024	RSO Star Spangled Spectacular - BST Stage, 8pm	х	х		Х	
7/17/2024	New Student Welcome Event - SSC Atrium, 12pm	^	X			
7/17/2024	SMART Camp Week Two - ATC 1308 & 1310, 8:30am		^		Х	
7/19/2024	Volleyball Camp - PEC Gym, 8am	Х	Y	· ·	X	
7/22/2024	SMART Camp Week Three - ATC 1308 & 1310, 8:30am	٨	Х	Х		
7/20/2024	R2OC Robotics Competition - PEC Gym, 8am	V			X	
1/21/2024	nzoc nobolics competition - rec dyin, oani	Х			X	