

**Rock Valley College**  
**Community College District No. 511**  
**3301 N Mulford Road, Rockford, IL 61114**  
**COMMITTEE OF THE WHOLE MEETING**  
**6:30 p.m. Monday, May 10, 2021**

*On April 30, 2021, Governor Pritzker issued the sixteenth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.*

*Meeting Location: Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Howard J. Spearman, Ph.D., president of Rock Valley College, will be physically present at the meeting location. Trustees/members, citizens, faculty, and staff may attend the meeting via teleconference or videoconference.*

*Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://zoom.us/j/92391080873?pwd=ZE11NVI0MGVhMEIvdEt6WjU3YnJCZz09> or by phone at 312-626-6799 using Meeting ID: 923 9108 0873, Password: 587001. The meeting will include an opportunity for public comment. Any member of the public who would like to make a public comment can submit their public comment via email to [RVC-BoardPC@rockvalleycollege.edu](mailto:RVC-BoardPC@rockvalleycollege.edu) by 4:30 p.m. on May 10, 2021. Public comments submitted via email will be announced during the public comment portion of the meeting.*

**AGENDA**

- A. Call to Order**
- B. Roll Call**
- C. Communications and Petitions (Public Comment)**
- D. Recognition of Visitors**
  - 1. Faculty of the Year / Molly Sides
- E. Review of Minutes:** Committee of the Whole April 12, 2021
- F. General Presentations**
  - 1. Illinois Community College Trustees Association (ICCTA)
- G. Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia**
  - 1. TRiO Update
  - 2. Enrollment Update
  - 3. Commencement Update
  - 4. Strategic Plan Timeline
- H. Finance Discussion: Board Liaison Trustee Soltow**
  - 1. Purchase Report(s) (A, B, C, D, and E)
  - 2. Cash and Investment Report
- I. Operations Discussion: Board Liaison Trustee Kearney**
  - 1. Personnel Report
  - 2. Discussion: Intergovernmental Agreement; 2021-2022 IDOT Highway Construction Careers Training Program
  - 3. BR #XXXX / COVID-19 Testing Support Agreement (IGA)
  - 4. BR #XXXX / COVID-19 Specimen Collection and Courier Services Agreement (IGA)
  - 5. IT Assessment Update
  - 6. Discussion: Athletics Division II
  - 7. Advanced Technology Center (ATC) Update
    - Industrial Maintenance & CNC Curriculum Update
    - ATC Cost Summary
    - Remaining ATC Purchases
- J. Other Business:** New Business/Unfinished Business
- K. Adjourn to Closed Session** to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees in accordance with Section 2 (c) (1) and/or 2) Collective negotiating matters per Section 2 (c) (2) and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act.
- L. Reconvene Open Session**
- M. Next Regular Board of Trustees meeting:** May 25, 2021, at 5:15 p.m.; Remote meeting held via teleconference.
- N. Next Committee of the Whole meeting:** June 14, 2021, at 6:30 p.m.; Remote meeting held via teleconference.
- O. Adjourn**

Jarid Funderburg, Board Chair

**Rock Valley College  
Community College District No. 511  
3301 N. Mulford Road, Rockford, IL 61114  
COMMITTEE OF THE WHOLE MEETING  
6:30 p.m. Monday, April 12, 2021**

**MINUTES**

*On April 2, 2021, Governor Pritzker issued the fifteenth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)) this meeting will be held without the physical presence of a quorum at the meeting location.*

**Meeting Location:** *Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Dr. Howard Spearman, president of Rock Valley College, will be physically present at the meeting location. Trustees/members, citizens, faculty, and staff may attend the meeting via teleconference or videoconference.*

*Access to the Regular Board of Trustees Committee of the Whole meeting is provided via teleconference online via <https://zoom.us/j/94713255711?pwd=a2xlcXBhWER3cVZpNTBzdnpuZjhyOT09> or by phone at 312-626-6799 using Meeting ID: 947 1325 5711, Password: 668230. The meeting will include an opportunity for public comment. Any member of the public who would like to make a public comment can submit their public comment via email to [RVC-BoardPC@rockvalleycollege.edu](mailto:RVC-BoardPC@rockvalleycollege.edu) by 4:30 p.m. on April 12, 2021. Public comments submitted via email will be announced during the public comment portion of the meeting.*

**Call to Order**

The Committee of the Whole meeting, held virtually via videoconference, was called to order at 6:30 p.m. by Chairperson Patrick Murphy.

**Roll Call**

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

Mr. Jarid Funderburg  
Mr. Paul Gorski  
Ms. Lynn Kearney  
Mr. Bob Trojan

Ms. Annika Vincent, Student Trustee  
Ms. Gloria Cudia  
Mr. Patrick Murphy  
Mr. John Nelson/joined at 6:40 p.m.

Also Present: Dr. Howard Spearman, President; Mrs. Beth Young, Vice President of Finance & Operations; Mr. Ron Geary, Vice President of Academic Affairs and Campus Safety/Chief Academic Officer; Mr. Jim Handley, Vice President of Human Resources; Mr. Chris Lewis, Vice President of Workforce Development; Ms. Tiana McCall, Associate Vice President of Community Outreach & Strategic Partnerships; Dr. Patrick Peyer, Vice President of Student Affairs; Dr. Amanda Smith, Associate Vice President of Liberal Arts & Adult Education; Ms. Gina Caronna, Associate Vice President of Science, Technology, Engineering, & Math (STEM); Ms. Ellen Olson, Executive Director of Finance /Interim Chief Financial Officer; Dr. Lisa Mehlig, Executive Director of Outcomes Assessment/Higher Learning Commission Liaison; Ms. Heather Snider, Vice President of Institutional Effectiveness & Communications; Mr. Rick Jenks, Chief of Police; Ms. Ann Kerwitz, Assistant to the President; Ms. Kris Fuchs, Assistant to the President; Attorney Matthew Gardner, Robbins Schwartz

## **Communications and Petitions**

There were no public comments.

## **Recognition of Visitors**

There were no visitors to be recognized.

## **Review of Minutes**

There were no comments on the minutes from the March 8, 2021 Committee of the Whole meeting.

## **General Presentations**

There were no general presentations

## **Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia**

### **1. Manufacturing Academy Presentation**

Ms. Gina Caronna, associate vice president of science, technology, engineering & math, presented the Summer Manufacturing Academy programs. The first program is the Manufacturing Academy. Ms. Caronna stated there will be no cost to students; as all tuition, fees, books, and testing are covered. Students eligible for the academy must be a recent high school graduate (must have a diploma or receiving one by August 2021) and must be 18 years old by August 30, 2021. Students will receive two college classes, equivalent to four credits; Manufacturing Processes I (MET110), Workplace Ethics (STU103); two National Institute of Metalworking Skills Certificates (NIMS), materials, measurement and safety, and CNC Milling; Programming Setup and Operations, Level One. The students will also get the opportunity to participate in interviews with manufacturing companies upon successful completion of courses.

The second program will be the Engineering Academy. Ms. Caronna stated there will be no cost to students; as all tuition, fees, books, and testing are covered. To be eligible for the academy, students have to be completing sophomore or junior year of high school, intending to attend college, and major in engineering. Students will receive two college classes in the engineering track, a maximum of eight college credits. Classes will be tailored to students' needs, and courses may be online. The students will get to participate in job shadowing at local manufacturing companies, with an emphasis on engineering positions. Academic counseling sessions will be geared toward a comprehensive course plan for a bachelor's degree in engineering. This will include suggestions for coursework that can be taken throughout the senior year, to obtain a minimum of eighteen college credits (advance placement or dual credit) by high school graduation.

Several Rock River Region companies participate in the Academy's program, and recruiting is done through several school districts both private and public. The funding sources are the Illinois Community College Board (ICCB) Innovative Bridge and Transitions Grant, Rock River Valley Tool and Machining Association, and the Rock Valley College (RVC) Foundation will be offering a grant.

Trustee Trojan inquired on how many students will be in each academy, Ms. Caronna replied there can be 12 students in each academy.

Trustee Kearney voiced concerns regarding transportation with the Engineering Academy as there is job shadowing with local manufacturing companies. Ms. Caronna replied that RVC would be

working with the students on an individual basis, and Dr. Spearman stated that transportation was not planned for the engineering program.

## **2. Adult Education Waiver Discussion**

Mr. Ron Geary, vice president of academic affairs and campus safety/chief academic officer, presented Tuition Waivers for Adult Education (general educational development (GED)) Completers. Mr. Geary stated that to increase adult education student transitions, the Adult Education Department is requesting the support of Rock Valley College (RVC) leadership to create a three-credit tuition waiver for qualifying adult education students. Adult education students will receive the benefit of facing fewer barriers in their transition to college through the implementation of the above tuition waiver plan. This also has the potential to generate additional credits in one year. Mr. Geary then discussed the requirements and procedures for the implementation of the tuition waiver. Discussion ensued, and trustees agreed that this is a positive program.

## **3. Enrollment Update**

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the enrollment update. The enrollment update depicts the number and percentages of sections offered by modality for several terms. The update shows numbers pre-COVID, mid-COVID, and coming out of COVID to see how things have and are changing. In fall 2019 and spring 2020, most of the courses at RVC were offered face-to-face, and the modality reflects before the shift in spring 2020. In spring 2020 classes went online and continued online in fall of 2020. In fall 2020 (62%), and spring 2021 (66%); courses were offered online modality, and in fall 2020 (28%), and spring of 2021 (19%); classes were hybrid with very few face-to-face classes. As RVC plans for the future, RVC will be offering face-to-face (41%), online (44%), and hybrid (14%) modalities.

Trustee Kearney wanted to know how the percentages were derived for fall 2021. Ms. Snider replied that although students want to come back face-to-face, many people are not ready, and this is their best guess. Ms. Snider will be monitoring fill rates as students register to see where students choose to put themselves. RVC will offer additional sections in the modality that students are selecting. Trustee Murphy stated the numbers seem to indicate that students want a face-to-face education.

## **4. Communications Update**

Ms. Snider presented a pocket guide providing information regarding RVC. Section one will be looking at the mission, vision, service area, and a summary of RVC's leadership. Section two will provide information about student demographics, the Getting Started steps, and information about RVC's current initiatives including the Advanced Technology Center (ATC) and Tech Bus. Section three will give information about RVC's various locations and programs that are offered at each location. Other information includes additional programs that RVC offers; athletics, Dollars and Sense, and information on Starlight Theatre.

Trustee Trojan commented that he likes the pocket guide but liked the booklet that was recently mailed. He stated the booklet was very impressive.

## **5. Commencement Update**

Dr. Patrick Peyer, vice president of student affairs, explained that RVC's commencement ceremonies are moving forward. A virtual ceremony will be held on May 14, 2021, at 6:00 p.m. Approximately 325 students signed up for a 30-second video; they provided pictures with a small statement. The virtual ceremony will also include more traditional parts of the ceremony; there will be students, faculty, president, along with others giving speeches.

Added this year will be a walk-through photo opportunity from 1:00 p.m. to 5:00 p.m., on May 14, 2021, at Starlight Theatre. There are 391 students eligible to participate. Students, along with up to two family members, will arrive in groups of up to 40, every 20 minutes. Students will park their

vehicles and line up in two separate locations. The student's name will be called; the student will cross the stage to receive their diploma cover, then exit the stage. A professional photo will be taken; students and guests will return to their vehicles and exit campus. More details will be forthcoming.

The GED commencement will take place on May 13, 2021, at 6:00 p.m. at Starlight Theatre. Twenty-five students will participate. Each student is allowed up to five guests; RVC will remain compliant with the COVID restrictions. English-language learners will not be included in the 2021 ceremony due to COVID, they will be included in the 2022 ceremony.

Student Trustee Annika Vincent inquired as to when students' caps and gowns will be delivered. Dr. Peyer replied that he did not know the exact date, however, students can pick up their caps and gowns on Thursday, April 22, 2021, from 9:00 a.m. to 6:00 p.m. Dr. Peyer stated that there will be a secondary date on Monday, May 10, 2021, from 9:00 a.m. to 6:00 p.m. Students will receive an email with all of the details.

## 6. Fully Online Associates Degree Update

Dr. Peyer presented an announcement to students that will explain how they can earn a flexible Associate of Arts degree online with classes that focus on Liberal Arts, Business, Health Science, and Social Science, which will prepare students to transfer. Students can complete their degree in 21 months, and there will be two new courses offered every eight weeks.

Trustee Funderburg inquired if RVC is offering the program to students outside of RVC's district. Dr. Peyer responded that RVC is not marketing outside of its district. Trustee Funderburg understood and he felt this will be a very successful program.

## Finance Discussion: Board Liaison Trustee Trojan

### 1. Purchase Reports

Ms. Ellen Olson, executive director of finance / interim chief financial officer, presented the purchase reports.

#### ***Purchase Report #761 A – FY21 Addendums:***

- A. Advertising - (College/Program Advertising Communication)
  - 1. Townsquare Media/Ignite Rockford, IL \$ 12,000.00 (1)\*

Trustee Gorski stated he will oppose this purchase as it is tracking people and he does not trust the way the data is stored.

#### ***Purchase Report #761 B – FY21 Purchases***

- A. Contractual Services – (Other Contractual Services)
  - 1. Scandrol Construction Rockford, IL \$ 17,500.00 (1)\*
- B. Training – (Vendor Training Alliances: Business Outreach)
  - 2. Paul Smith Utica, IL \$ 13,000.00 (2)\*
- C. Training – (Vendor Training Alliances: Business Outreach)
  - 3. Charles Jenrich Orland Park, IL \$ 14,000.00 (3)\*
- D. Training – (Vendor Training Alliances: Business Outreach)
  - 4. Midwest Safety Rockford, IL \$ 12,000.00 (4)\*

- E. On-Line Communications - (Instructional Software & Administrative Software: General Institutional Software)
- 5. Zoom Video Communications, Inc. San Jose, CA \$ 5,123.29 (5)\*

Trustee Gorski commented that staff and faculty have access to Microsoft Teams as part of the office license and wanted to know why we can't use Teams for a lot of our work? Dr. Spearman explained that RVC uses Teams for internal communications and Zoom for external communications and webinar formats. We have had situations where people have made inappropriate comments and we have a better opportunity to monitor it with Zoom than with Microsoft Teams.

***Purchase Report #761 C – FY21 Advanced Technology Center (ATC) Purchases:***

- A. Telecommunication Services – (IT Capital Equipment: Advanced Technology Center Equipment)
  - 1. IFiber Sycamore, IL \$ 37,039.00 (1)\*
  - Comcast Chicago, IL \$ 2,871.25
- B. Office Equipment/Furniture – (Office Equipment/Furniture: Advanced Technology Center)
  - 2. Atmosphere Commercial Interiors Madison, WI \$121,000.00 (2)\*
- C. Office Equipment/Furniture – (Office Equipment/Furniture: Advanced Technology Center)
  - 3. Krueger International (KI) Green Bay, WI \$220,300.00 (3)\*
  - Atmosphere Commercial Interiors Madison, WI \$243,962.00
  - Hertz Furniture Ramsey, NJ \$267,368.00
- D. Office Equipment/Furniture – (Office Equipment/Furniture: Advanced Technology Center)
  - 4. Krueger International (KI) Green Bay, WI \$ 11,243.00 (4)\*

***Purchase Report #761 D – FY22 Purchases:***

- A. Audit Services – (Audit Services: Audit Levy; Public Service Administration; Foundation Unrestricted / Other Contractual Services: General Institution)
  - 1. Sikich Naperville, IL \$ 87,650.00 (1)\*
- B. On-Line Communications – (Instructional Software & Administrative Software: General Institutional Software)
  - 2. Zoom Video Communications, Inc. San Jose, CA \$ 16,876.71 (2)\*

**2. Amendment to Amerock Hotel Tax Increment Finance (TIF) District**

Ms. Olson reported that RVC has received from the City of Rockford a Notice of Public Hearing and a Joint Board Review meeting request. The meeting will be held to consider the establishment of the proposed City of Rockford Amended Amerock Hotel Tax Increment Finance (TIF) District. The expanded redevelopment plan is roughly bounded by Chestnut Street to the north, the Rock River to the east, Kent Creek to the south, and Winnebago Street to the west. Discussion ensued, and trustees were in agreement that RVC would oppose the Amended Amerock Hotel TIF District.

### **3. Proposed City of Rockford Kishwaukee/Harrison Tax Increment Finance (TIF) District**

Ms. Olson reported that RVC has received from the City of Rockford a Notice of Public Hearing and a Joint Board Review meeting request. The meeting will be held to consider the establishment of the proposed City of Rockford Kishwaukee/Harrison TIF District. The proposed redevelopment project area is located in the southern portion of the City of Rockford along the Kishwaukee Avenue Corridor. The redevelopment plan area generally consists of tax parcels on the northwestern, southeastern, and southwestern corners of the intersection of Kishwaukee Avenue and Harrison Avenue. Discussion ensued and trustees were in agreement that RVC would oppose the Kishwaukee/Harrison TIF District.

### **4. Cash and Investment Report**

Ms. Olson presented the cash and investment report. The total operating cash and investments since February 28, 2021, was down (\$482,392) due to normal operations. The change in capital funds in the amount of (\$1,708,309) was due to an approximate debt service payment of \$965,000 and an approximate ATC capital drawdown of \$796,000.

### **5. FY21 Third Quarter Vital Signs**

Ms. Olson presented the fiscal year 2021 vital signs report. RVC's operating Fund One and Fund Two, year-to-date, local government is at 58%; funds will go higher as the year progresses. The percentage is low due to the pending collection of real estate taxes for May and June; May and June property tax bills have not been distributed. Eighty-four percent of the college's revenue has been collected for the fiscal year 2021.

Operating expenses year-to-date at RVC are at 67%, just below the 75% target; this is due to utilities and fixed charges being below plan, mainly due to COVID. Ms. Olson briefly mentioned individual additional details for Fund One and Fund Two. Payroll is \$700,000 under budget, healthcare cost is \$450,000 under budget, and the individual cost of healthcare coverage per employee is \$1,530 per employee, year-to-date.

Trustee Murphy commented that the percentage of student tuition and fees is up 150% for the fiscal year 2021 because the fiscal year 2020 was down a third in tuition and fees from the fiscal year 2018. No further comments were made.

### **6. RVC / RVC Foundation Fundraising Agreement**

Ms. Olson presented the fundraising agreement between RVC and RVC Foundation for the RVC Strong Campaign. The purpose of the agreement is to clearly outline the roles and responsibilities of each party playing an active role in the execution of the campaign. The RVC Foundation agreed to lead the fundraising efforts, along with RVC President Spearman and key fundraising volunteers, to raise \$1,000,000 for scholarships and student success resources. The campaign partnership between the College and the RVC Foundation shall not extend past December 31, 2022. Any fundraising expenses incurred (i.e. mailings, postage, donor signage, etc.), will be covered by the College. Should the cost exceed \$10,000, the RVC Foundation will request prior approval by the Board of Trustees. Discussion ensued regarding student success and fees.

## **Operations Discussion: Board Liaison Trustee Funderburg**

### **1. Personnel Report**

Mr. Jim Handley, vice president of human resources, presented the personnel report. Mr. Handley stated there were two placeholders for appointments and three departures to report. Trustee Murphy wanted to know if there were any finalists for the two appointment positions. Mr. Handley stated

there was a finalist for one of the appointments, but he did not think the executive director of IT position would be filled before the April 27, 2021 board meeting. There was no further discussion.

## **2. Capital Development Board Project 810-080-020 Trust Account**

Mrs. Beth Young, vice president of finance and operations, stated that during the March 2021 RVC Committee of the Whole board meeting, she informed the board of an additional appropriation from the State of Illinois to the Capital Development Board for RVC's deferred maintenance projects. The scope of work provides for repairing, resurfacing, and striping parking lots 2, 4, 6, and the Support Services Building vehicle lot. The work will also include correcting drainage issues, repairs to subbases, curbs, and gutters. The College's cost is 25% of the total project. The College is required to open and fund a trust account before the project can begin. It is recommended that the Board of Trustees authorize the College's Treasurer to set up an account at PMA and transfer \$86,250 from the College's operating account at Illinois Bank and Trust to the PMA trust account to fund the College's portion of the parking lots repair project.

## **3. Title IX Consortium Intergovernmental Agreement (IGA)**

Dr. Peyer presented the Illinois Community College Title IX Consortium Intergovernmental (IGA) Agreement. The Title IX regulations that took effect on August 14, 2020, have significantly impacted how educational institutions investigate and address claims of sex discrimination and harassment. The final regulations dramatically expand the requirement for Title IX grievance procedures and the hearing process. The new hearing process requires that each college provides, upon request, a hearing advisor for the complaint and/or the respondent. The purpose of the Consortium is to establish a pool of shared Community College Advisors to be appointed to conduct cross-examination during live Title IX sexual harassment hearings at member schools. Consortium members, with trained faculty and/or staff, will be requested and shared between member schools, act as advisors, and conduct cross-examinations during live hearings, as required by Title IX. The Title IX Consortium IGA will be effective April 1, 2021, and end on April 1, 2026.

## **4. Rockford Police Department Intergovernmental Agreement (IGA)**

Mr. Handley presented the Intergovernmental Agreement between the city of Rockford and RVC. The IGA establishes and formalizes responsibility and response to police calls for service at all RVC sites located within the city limits of Rockford. The RVC Police Department and the Rockford Police Department have had a close working relationship for over 50 years. This IGA formalizes existing practices and processes into a formal written agreement. Both state and federal guidelines require a formal "all-hazards" response plan for any emergency at higher education institutions, and this IGA formalizes police response.

Trustee Gorski wanted to know if this agreement was going to be made with the city of Belvidere and RVC. Mr. Handley asked Chief Jenks to respond. Chief Jenks stated that an agreement is currently at the city of Belvidere, and RVC should be seeing it soon.

## **5. Retirement Resolution and Celebration During COVID**

Mr. Handley presented the resolution honoring the retirees of RVC from 2019-2020 and 2020-2021 who were not previously recognized due to COVID.

At a previous Committee of the Whole board meeting, Trustee Cudia wanted to know what RVC was doing for the retirees during COVID. Mr. Handley put together a presentation showing how RVC celebrated the retirees; some ways of celebrating RVC's retirees are communications via The Daily



News, employees of RVC leaving well wishes on a Kudoboard, and posting on RVC's LinkedIn and FaceBook pages. Trustee Cudia was pleased with the presentation.

#### **6. Subcontract Agreement Goodwill and Rock Valley College Modification**

Mr. Handley presented the subcontract agreement revision between RVC and Goodwill of Northern Illinois for One-Stop Operator and Career Services. RVC and Goodwill of Northern Illinois implemented the current sub-agreement effective July 1, 2020, having received an allocation not to exceed \$1,492,228. A subcontract agreement was implemented with Goodwill of Northern Illinois for the implementation of this grant; Goodwill requires additional funds to cover staffing needs to address the increased needs of the community. This cost reimbursement agreement is not to exceed the total amount of \$597,600 from July 1, 2020, to June 30, 2021. This is an increase of \$43,998 from the original budgeted amount of \$553,602.

#### **7. State University Retirement System (SURS) Resolution 457b Plan**

Mr. Handley presented the resolution to adopt the SURS 457(b) plan. Effective September 1, 2020 SURS established the SURS Deferred Compensation Plan. The resolution is that all colleges and universities participating in SURS are required to offer the SURS 457(b) plan. To do so, SURS requires that the governing body or head of each participating employer approve an Employer Resolution and Employer Participation Agreement no later than June 30, 2021. Discussion ensued. Trustee Murphy wanted to know what kind of participation RVC has with their 457(b) plan. Mr. Handley responded that just a handful of employees choose the 457(b) plan and that RVC also has a 403(b) plan with several options.

#### **8. Truck Driver Training Update**

Mr. Chris Lewis, vice president of workforce development, gave a presentation and update on the Truck Driver Training (TDT) program at RVC. In the presentation, Mr. Lewis reviewed the TDT program, indicating that the goal is to stop deficits or make recommendations from findings to eliminate the program. Some of the findings are that the length of the program is longer than local competition, 240 hours compared to 160 hours. It is challenging finding TDT instructors to teach the class, and leasing three trucks but only using two consistently. Mr. Lewis showed that in 2017 the TDT program lost \$68,753; in 2018, TDT lost \$70,859; in 2019 TDT lost \$25,631, and in 2020 TDT lost \$64,976. The changes that Mr. Lewis recommends would be to reduce the program length from six weeks (240 hours) to a five-week course (200 hours); revise the annual schedule to run 25 classes a year that could accommodate 100 students; perform managed job review for TDT instructors and hire two full-time instructors. During 2020 TDT had disruptions due to COVID; classes were canceled from February 17, 2020, until June 8, 2020; only one student at a time was allowed in the cab with the instructor from June 8, 2020, until January 11, 2021. TDT was only able to run one class of four as a result. The staff of TDT had interruptions due to COVID. The COVID 2021 modifications began January 11, 2021; TDT was able to increase to three students and one instructor per truck, and a revised schedule to run 13 classes for the remainder of the fiscal year, with a stretch goal of 72 students. Mr. Lewis stated that if the Workforce Innovation and Opportunity Act (WIOA) Grant is awarded, one of the changes TDT would like to initiate would be to purchase three trucks instead of leasing three trucks. The cost to lease three trucks annually is \$95,400, and it takes the program having 19 students out of 60 to break even. Purchasing new trucks with a warranty, if the grant is awarded, would allow the program to get on a firm financial footing. Discussion ensued. There was no resolution at this time.

#### **9. Advanced Technology Center (ATC) Update**

Mr. Lewis, Mrs. Young, and Mr. Dave Cunningham provided updates on the Advanced Technology Center (ATC).

Mr. Lewis presented the ATC Advisory Board Member Pledge. The Pledge is intended to recognize the important responsibility RVC and the community collectively undertake in serving as members of the Advisory Board for RVC's ATC. Discussion ensued regarding the community's input. Final decisions regarding the ATC will be that of RVC Trustees.

Mr. Lewis presented the proposed 2021 ATC Workforce Development schedule. The following classes have been scheduled and are currently open for enrollment: Industrial Maintenance Technician, OSHA 10, OSHA 30, Root Cause Analysis & Troubleshooting, Electric Motor Controls, Introduction to Program Logic Control (PLC), Forklift Certification, Introduction to Fanuc Robotics, Fundamentals to Hydraulics, Fundamentals to Pneumatics, ASQ Certification, and Project Management Professional (PMP) Exam Prep Course. Mr. Lewis reported that the CNC schedule is still under development.

Mrs. Young presented the ATC transportation recommendation. The College has formed a committee to review the possible options for transportation, not only to the ATC but also as a shuttle between RVC campuses. A survey was conducted to determine the best transportation plan and routes for students. Surveys were sent to two groups via email; students currently enrolled for spring 2021 and students who applied for spring 2021 but did not register. A total of 267 individuals provided input. Nearly half (49%) of respondents indicated that they were somewhat likely or very likely to use a free transportation service if offered by RVC. The committee has investigated purchasing two 14-passenger buses along with contracting the bus routes to a third party. The committee is recommending five bus routes per day. Based on the cost comparisons, the committee recommends contracting with a third party to provide transportation between campuses for RVC students. Discussion ensued with trustees. They all support providing transportation to the ATC and RVC satellite locations; however, the trustees would like to see at least three bids for third-party bus providers. Trustee Gorski asked if anyone has reached out to District 100 if they will provide busing to the ATC. There was no response.

Mrs. Young presented the ATC cost summary to date. Mrs. Young stated she added the informational technology needs, operating costs approved by the board for curriculum, furniture, fixtures, and equipment. Also added was the Amatrol and Fanuc distributor. Discussion ensued with Trustee Murphy requesting the budget totals be listed on the ATC summary report. Mrs. Young agreed to break out the two budget totals.

Mrs. Young reported that there would be three credit change orders on the ATC purchase report that will be coming to the April 27, 2021 board meeting. This will be the second month in a row that an overall reduction to the cost of the ATC is being presented. There will be three change orders coming to board in a net amount of \$2,396. Mrs. Young wanted the trustees to know that bids for the CNC and Welding machines will be going out on April 13, 2021. The CNC bids are due back on April 22, 2021, and Welding bids are due back on April 26, 2021.

### **Other Business**

There was no new or unfinished business.

### **Adjourn to Closed Session**

At 9:32 p.m., a motion was made by Trustee Funderburg, seconded by Trustee Nelson, to adjourn to closed session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees in accordance with Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or the purchase or lease of real property for the use of the public body

per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act. A unanimous roll call vote approved the motion.

**Reconvene Open Session**

At 9:50 p.m., a motion was made by Trustee Gorski, seconded by Trustee Kearney, to adjourn the closed session and reconvene to the open session. A unanimous roll call vote approved the motion. No action was taken as a result of the closed session.

**Next Regular Board of Trustees Meeting**

The next Regular Board of Trustees meeting will be held April 27, 2021, at 5:15 p.m., held remotely via videoconference.

**Next Committee of the Whole Meeting**

The next Committee of the Whole meeting will be held May 10, 2021, at 6:30 p.m. held remotely via videoconference.

**Adjourn**

At 9:55 p.m., a motion was made by Trustee Gorski, seconded by Trustee Kearney, to adjourn the meeting. The motion was approved by unanimous voice vote.

Submitted by: Tracy Luethje

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Jarid Funderburg, Secretary

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Patrick Murphy, Chairperson



# Federal TRIO Programs

Elaine Shannon, Director of Trio

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Presented To: Board of Trustees

Committee of the Whole - May 10, 2021

# TRIO PROGRAMS ROCK VALLEY COLLEGE



ROCK VALLEY COLLEGE

# TRIO

STUDENT SUPPORT SERVICES

ROCK VALLEY COLLEGE

# TRIO

UPWARD BOUND

# TRIO ROCK VALLEY COLLEGE

What is TRIO?

Three original TRIO programs  
Upward Bound (1964), Talent  
Search (1965), and Student  
Support Services (1968)

Now seven

Higher Education Act 1965

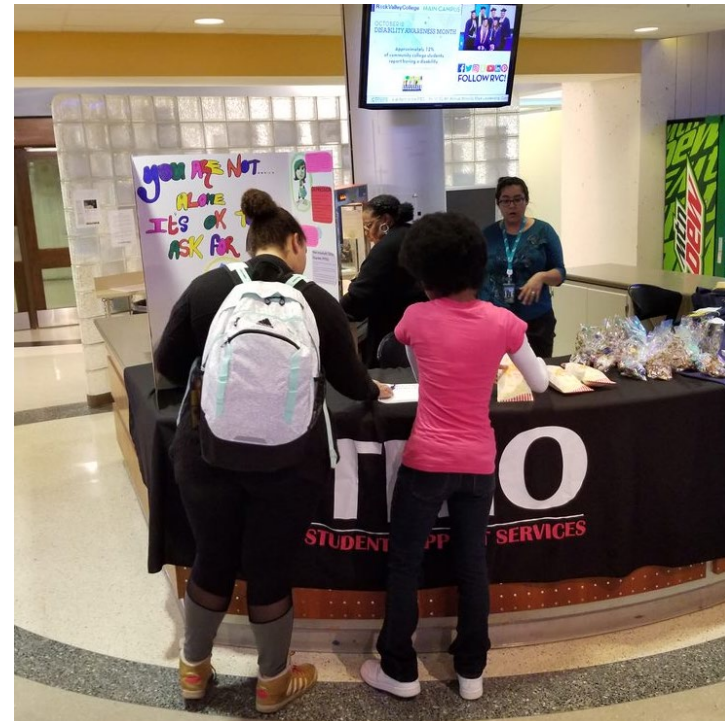
Educational Opportunity Outreach  
Programs

Three Federally Funded Programs

TRIO Achieve

TRIO Complete

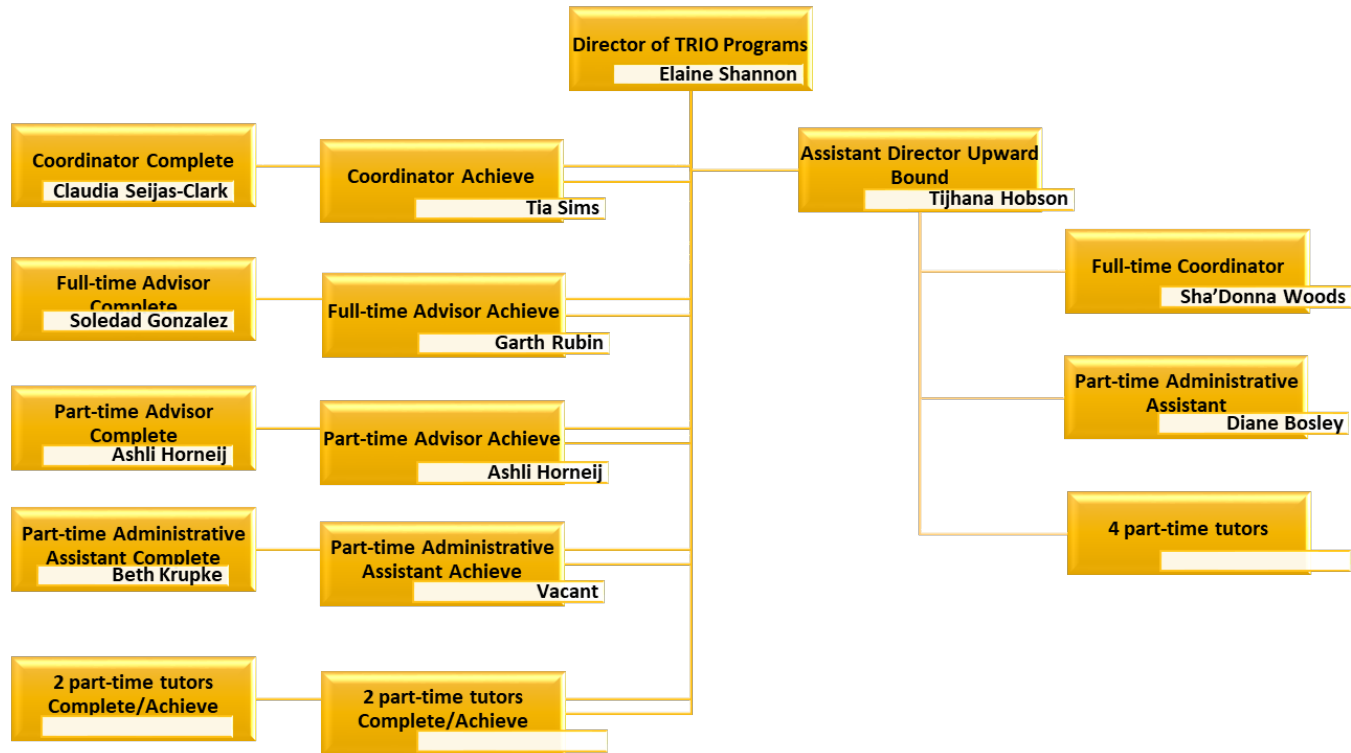
TRIO Upward Bound



# Rock Valley College TRIO Programs

Program Name	Current Funding	Population Served	Number of Participants per Fiscal Year	Funding Cycle
Achieve	\$1,309,440	Low-income and/or first-generation, and disabled college students. MUST have documented disability	100	2020-2025
Complete	\$1,309,440	Low-income and/or first-generation, and disabled college students	140	2020-2025
Upward Bound	\$1,485,000	Low-income and/or first-generation high school students, completed 9 <sup>th</sup> -12 <sup>th</sup>	60	2017-2022

# TRIO Federal Programs Staff





# TRIO Graduates 2015-2020

TRIO Student Support Services	Achieve	Complete
% Grads	43%	41%



TRIO Upward Bound	Number of Students
High School Graduates	18
Transferred to RVC	7
Transferred to Other College	5
Other or Military	6

# Demographics Served

TRIO Programs Rock Valley College	Achieve	Complete	Upward Bound
Total # of Students	167	264	78
American Indian/Alaskan Native	0	3	
African American/Black	20	107	33
Asian	6	17	9
Hispanic	9	38	19
White	117	66	11
More than 1 Race	0	0	6
Female	81	188	55
Male	85	76	23

# Summer Planning for TRIO

TRIO Achieve	TRIO Complete	TRIO Upward Bound
Continued Recruiting Efforts	Continued Recruiting Efforts	Continued Recruiting Efforts
University Campus Tours (2)	University Campus Tours (2)	On-Campus 6-week Summer Program
On-Campus Orientation for New Students	On-Campus Orientation for New Students	Civil Rights Trail Tour- Memphis, Birmingham, and Atlanta
Civil Rights Trail Tour- Memphis, Birmingham, and Atlanta	Civil Rights Trail Tour- Memphis, Birmingham, and Atlanta	

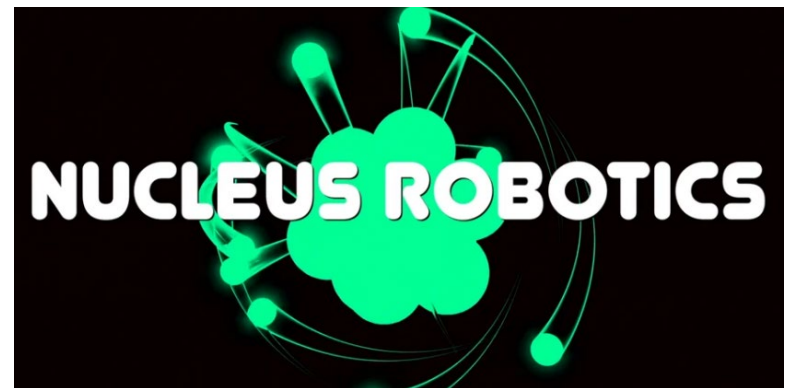


# Summer Planning for TRIO

## How Can Civil Rights Lessons Inspire Your Classroom Today?

When you visit immersive and inspiring sites in Alabama, Georgia, and Tennessee, you'll bring to life complex social and legal issues like racism, education inequality, and voting rights.

**Brightspark®**  
by WorldStrides



# TRIO Student Program Objectives

## SSS ACHIEVE

Objective	Percentage
Disabled	100%
Disabled <b>AND</b> Low-Income	33%
Persist from one academic year to next or graduate	70%
Good Academic Standing	72%
Graduate with Associates degree or Certificate within four years	31%
Graduate within four years and transfer	22%

## SSS COMPLETE

Objective	Percentage
1 <sup>st</sup> Generation <b>AND</b> Low-Income, Disability, <b>OR</b> Disability <b>AND</b> Low-Income	67%
Persist from one academic year to next or graduate	70%
Good Academic Standing	80%
Graduate with Associates degree or Certificate within four years	40%
Graduate within four years and transfer	25%

## UPWARD BOUND

Objective	Percentage
1 <sup>st</sup> Generation <b>AND</b> Low-Income	66%
2.5 GPA at end of school year	60%
Seniors achieve proficient level Reading/Lang Arts and Math State Assessments	50%
Participants will continue to next school year or graduate	75%
Graduates will complete rigorous program of study	80%
Graduates enrolled or accepted to postsecondary institution by next academic year	75%
Graduates will earn an associate or bachelor's degree w/in 6 years of graduation	75%

# THANK YOU

QUESTIONS?



## Enrollment Update – Program Investment

Board of Trustees Committee of the Whole – May 10, 2021

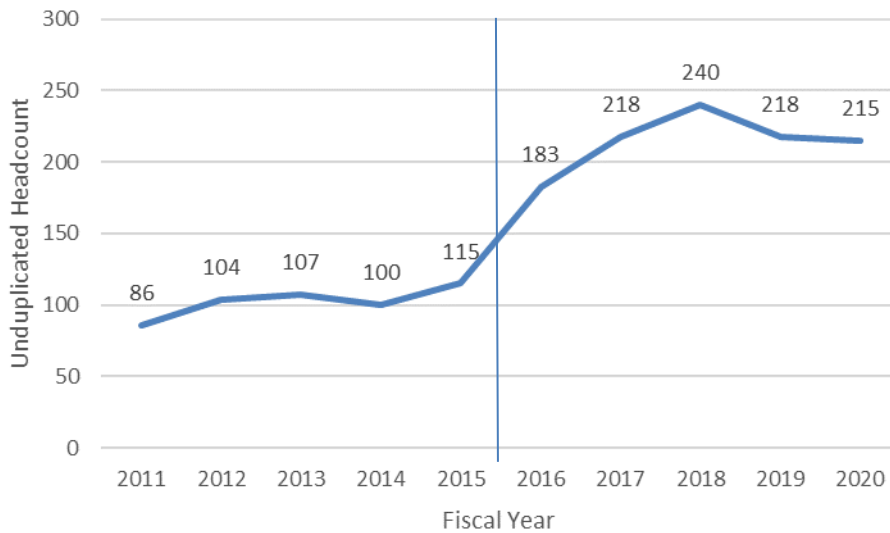
### BACKGROUND

Rock Valley College has invested in several facilities and partnerships in the past five years. This data brief examines ten-year enrollment trends for the programs housed in these facilities and associated with these partnerships. Although enrollment is impacted by several variables (e.g., program capacity, labor market and, in 2020, the COVID-19 pandemic), it is one of the primary indicators of return-on-investment.

### AVIATION CAREER EDUCATION CENTER

In Fall 2015, the College’s Aviation Career Education Center (ACEC) opened at the Chicago-Rockford International Airport. Since opening the new facility, enrollment in the College’s aviation programs has grown by 87%. Figure 1 shows aviation program enrollment from FY2011 through FY2020, with a vertical line indicating the opening of the ACEC.

**Figure 1: Aviation Program Enrollment (FY2011-FY2020)**



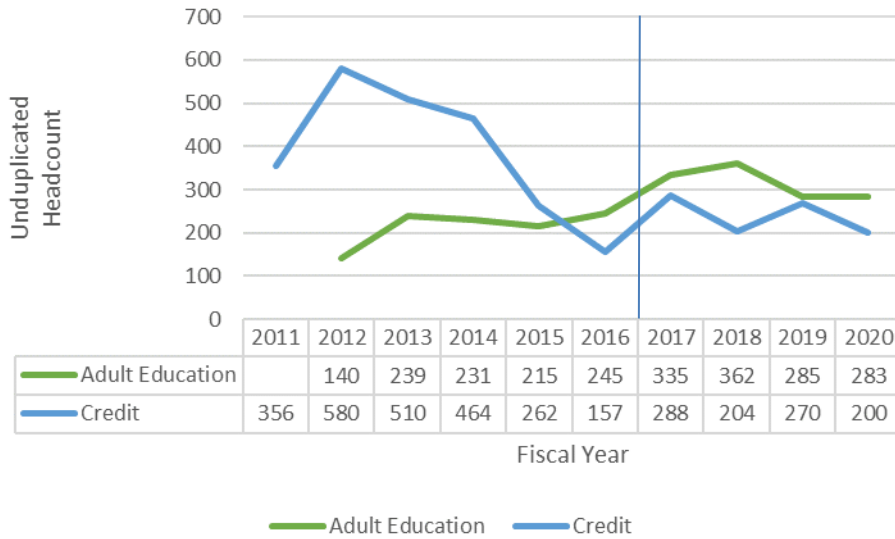
SOURCE: Institutional Research - Program Review Application

### RVC DOWNTOWN

In Fall 2016, the College opened its new RVC Downtown location on the second floor of the Rockford Register Star news tower with twice the classroom space as the College’s former downtown sites. Students who choose to attend RVC Downtown can take many of the same college level credit courses offered at the main campus. RVC Downtown is also home to the College’s Adult Education programs.

Since opening the new facility, downtown enrollment in adult education courses has increased by 16% and downtown enrollment in credit courses has increased by 27%. Figure 2 shows downtown course enrollment from FY2011 through FY2020, with a vertical line indicating the opening of the new location.

**Figure 2: Downtown Course Enrollment (FY2011 - FY2020)**



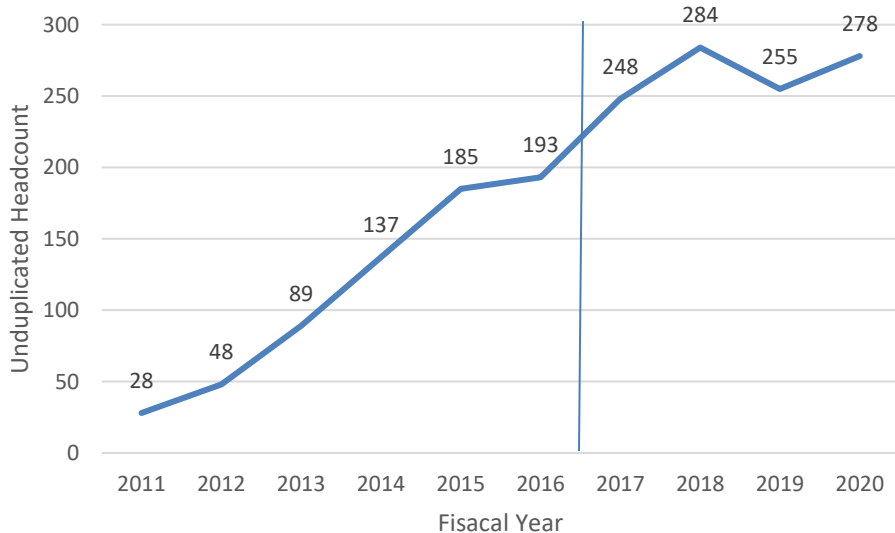
SOURCE: Informer Report – Enrollment Patterns by Location

**NIU@RVC ENGINEERING**

In Fall 2016, the College also reopened the renovated Woodward Technology Center including more classroom and lab space to accommodate the NIU@RVC Engineering program. This partnership with Northern Illinois University allows students to earn their associate degree in engineering from RVC and go on to earn a bachelor’s in engineering from NIU all on the RVC campus.

Since the beginning of the NIU@RVC partnership, enrollment in the Associate in Engineering Science (AES) program has grown by 44%. Figure 3 shows AES enrollment from FY2011 through FY2020, with a vertical line indicating the WTC renovation.

**Figure 3: Associate in Engineering Science Enrollment (FY2011-FY2020)**



SOURCE: ICCB A1 AAG Report - Enrollment by Program and Gender

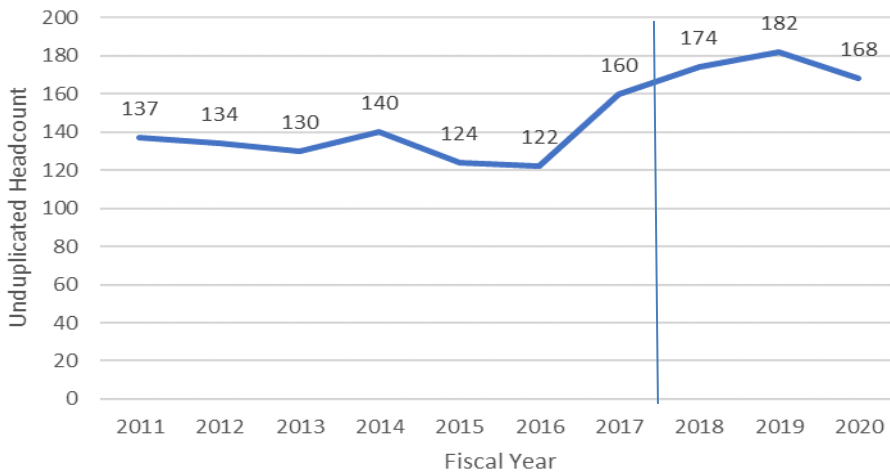


**HEALTH SCIENCES CENTER**

In July 2017, the College opened the Health Sciences Center (HSC) on main campus in partnership with OSF Saint Anthony Medical Center. The HSC houses the College’s Nursing, Allied Health, Certified Nursing Assistant, and Fire Science programs as well as the OSF Saint Anthony College of Nursing.

Since opening the HSC, enrollment in the Associate Degree Nursing (ADN) program has grown by 5%. Figure 4 shows ADN enrollment from FY2011 through FY2020, with a vertical line indicating the HSC opening.

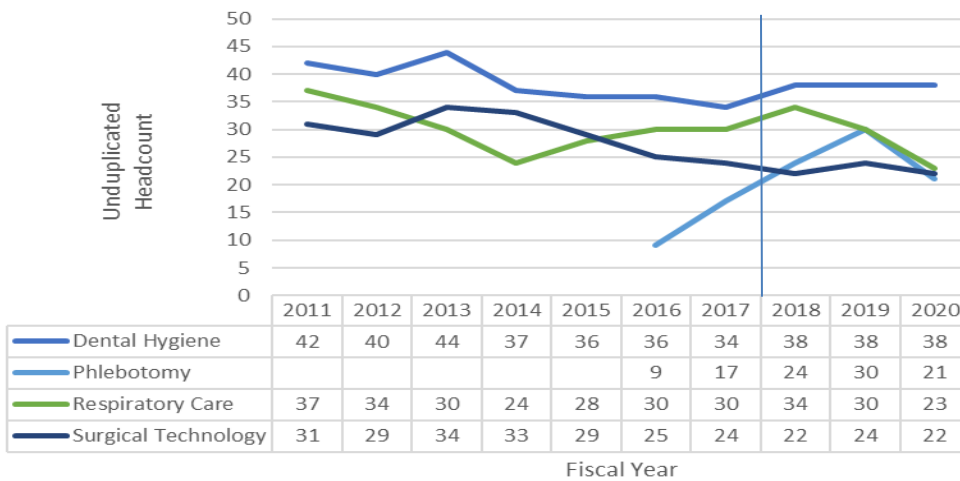
**Figure 4: Nursing Program Enrollment (FY2011-FY2020)**



SOURCE: Institutional Research - Program Review Application

Since opening the HSC, enrollment in Allied Health programs has remained flat. Figure 5 shows Allied Health enrollment from FY2011 through FY2020, with a vertical line indicating the HSC opening.

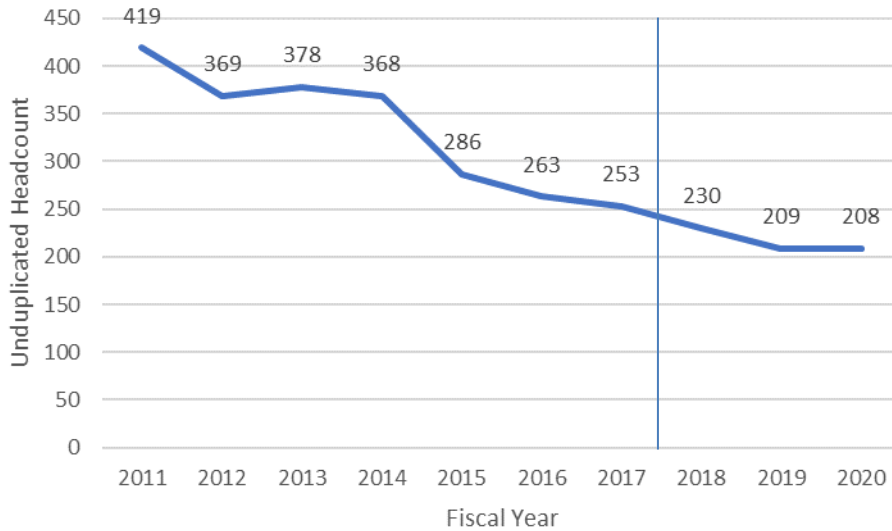
**Figure 5: Allied Health Program Enrollment (FY2011-FY2020)**



SOURCE: Institutional Research - Program Review Application

Since opening the HSC, enrollment in the Certified Nursing Assistant (CNA) program has declined by 18%. Figure 6 shows CNA enrollment from FY2011 through FY2020, with a vertical line indicating the HSC opening.

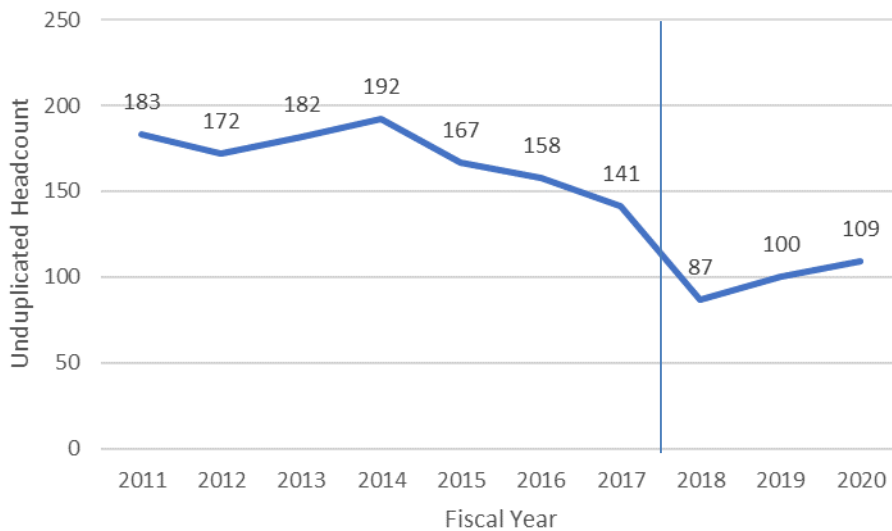
**Figure 6: Certified Nursing Assistant Program Enrollment (FY2011-FY2020)**



SOURCE: Institutional Research - Program Review Application

Since opening the HSC, enrollment in the Fire Science program has declined by 23%. Figure 7 shows Fire Science enrollment from FY2011 through FY2020, with a vertical line indicating the HSC opening.

**Figure 7: Fire Science Program Enrollment (FY2011-FY2020)**



SOURCE: Institutional Research - Program Review Application

Planning Timeline 2021

Board of Trustees Committee of the Whole – May 10, 2021

	Task	Person(s) Responsible	Start	End	% Complete	2021							
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	Strategic Planning Timeline 2021		1/1/21	7/31/21	33								
1	College Strategic Plan	President	1/1/21	6/30/21	32								
1.1	Develop planning timeline and process	VP Institutional Effectiveness & Communications	1/1/21	1/31/21	100								
1.2	Create framework and template for College and Divisions to ensure alignment	VP Institutional Effectiveness & Communications	1/1/21	4/15/21	60								
1.3	Reconvene Strategic Planning Committee	VP Institutional Effectiveness & Communications	4/1/21	6/30/21	0								
1.4	Review/validate Mission, Vision, Core Values	VP Institutional Effectiveness & Communications	4/1/21	4/30/21	0								
1.5	Validate pillars with college-wide SWOT analysis	VP Institutional Effectiveness & Communications	4/1/21	4/30/21	0								
1.6	Set goals and strategies aligned with pillars	VP Institutional Effectiveness & Communications	5/1/21	5/31/21	0								
1.7	Align unit plans with college goals and strategies	VP Institutional Effectiveness & Communications	2/1/21	6/30/21	45								
1.8	College-wide review and feedback	VP Institutional Effectiveness & Communications	6/1/21	6/30/21	0								
2	Unit Plans	Cabinet	1/1/21	7/31/21	46								
2.1	Academic and Adult Education Plan	VP Academic Affairs & Campus Safety (CAO)	1/1/21	6/30/21	50								
2.2	Facilities Master Plan	VP / COO	1/1/21	6/30/21	50								
2.3	Information Technology Plan	VP / COO	1/1/21	6/30/21	50								
2.4	Professional Development Plan	VP Human Resources (CHRO)	1/1/21	6/30/21	50								
2.5	Strategic Enrollment Management Plan	VP Student Affairs	1/1/21	6/30/21	50								
2.6	Diversity, Equity, & Inclusion Plan	VP Equity & Inclusion (CDO)	5/1/21	7/31/21	0								
2.7	Workforce Development Plan	VP Workforce Development	1/1/21	6/30/21	50								
3	Board of Trustee Updates	VP Institutional Effectiveness & Communications	5/10/21	7/31/21									
3.1	May Update - Timeline & IT	VP Institutional Effectiveness & Communications	5/10/21	5/10/21	0								
3.2	June Update - TBD	VP Institutional Effectiveness & Communications	6/14/21	6/14/21	0								
3.3	July Update - TBD	VP Institutional Effectiveness & Communications	7/1/21	7/31/21	0								

**Purchase Report #762A - FY21 Addendum**

Recommendation: Board approval for items marked with an asterisk

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

**AT&T Dallas, TX**

**\$38,700.00(1)\***

1. This increase is to cover the fluctuating AT&T phone bills due to the loss of our AT&T account manager and not being notified that the college’s contract with them had expired on June 30, 2020. AT&T has taken ownership of this problem. A new contract was signed on February 8, 2021, and returned, but it was not clear that it would take at least two billing cycles before the contract pricing would start to be reflected on the invoices. The College’s Interim Executive Director of IT has been working with AT&T to get this resolved and is seeking credit for the overcharges.

Original Amount	\$25,000.00
Increase	\$38,700.00
New Total Expenditure	\$63,700.00

Original Board Report#7704, Purchase Report#751F  
FY21 Budgeted Expense

\_\_\_\_\_  
Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**Purchase Report #762B - FY21 Purchases**

Recommendation: Board approval for items marked with an asterisk

A. Maintenance – (Other Capital Outlay: Theatre Tent)

**Berg Industries Rockford, IL** **\$28,550.00(1)\***

1. This expense is for replacing the 40' x 100' damaged and aged existing Theatre tent. This is a sole source item because the tent needs to fit the current existing frame manufactured by Berg industries.

FY21 Budgeted Expense

B. Equipment – (Instructional Equipment: Workforce Equity)

<b>Midwest Machinery Resources LLC Elk Grove Village, IL</b>	<b>\$105,095.00(2)*</b>
Machinery Source Belvidere IL	\$116,100.00
DMG Mori Hoffman Estates IL	\$238,000.00

2. Bid# 21-14 was opened on April 27, 2021, to purchase two lathes for the Computerized Numerical Control (CNC) Lab on the main campus. This equipment will be purchased with funds from the Workforce Equity Initiative Grant.

FY21 Grant Expense

C. Maintenance – (Operations & Maintenance restricted, OLS SC ADA Door Replacement, Other Capital Outlay)

<b>Scandrolti Rockford, IL</b>	<b>\$72,535.00*(3)</b>
Enger-Vavra Franklin Park, IL	\$84,267.20

3. Bid# 21-16 was opened on May 4 to replace the Student Center ADA doors. This expense includes all demo and replacements of the door frames, doors, hardware, and elements.

FY21 Capital Expense

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Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**Purchase Report #762C - FY22 Purchases**

Recommendation: Board approval for items marked with an asterisk

A. Contractual Services – (PPE Supplies: General Institutional Expenses)

**Northern Illinois Training Advisory Board (NITAB) Rockford, IL \$32,000.00(1)\***

1. This is for two training sessions in crisis interview training to be held in July and August for the Police Department, Human Resources, Student Affairs, and Athletic Departments. Due to the specialized nature of this training, it is considered to be a sole source purchase.

Funding for this purchase will be covered by the institutional portion of the Coronavirus Response and Relief Supplement Appropriations Act (CRRSSA)

*This purchase is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-21.1) Exception 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.*

FY22 Budgeted Expense

B. Contractual Services – (Awards & Prizes: Upward Bound Direct)

**Nucleus Robotics Los Angeles, CA \$10,500.00(2)\***

2. The TRiO Upward Bound Program will be offering an interactive Entrepreneurship course during their Summer Program (June 14, 2021, through July 22, 2021) for students. This course will teach the understanding of how to start your own business. These courses can easily be transferred to a remote format if there is an unexpected spike in Covid-19 cases.

FY22 Grant Expense

C. Contractual Services – (Other Conference & Meeting Expenses: Upward Bound)

**Nucleus Robotics Los Angeles, CA \$12,900.00(3)\***

3. The TRiO Upward Bound Program will be offering a Robotics Course during their Summer Program (June 14, 2021, through July 22, 2021) for students. This course will teach the basics of block coding and JavaScript while working with Sphero robots. These courses can easily be transferred to a remote format if there is an unexpected spike in Covid-19 cases.

FY22 Grant Expense

### Purchase Report #762C - FY22 Purchases

D. Contractual Services – (Other Conference & Meeting Expenses: Upward Bound)

**Brightspark Chicago, IL**

**\$36,000.00(4)\***

4. This TRiO Upward Bound expense is for a Civil Rights Tour from July 22, 2021, through July 26, 2021. This trip is the culmination of the TRiO summer program, which combines college and cultural site visits. The planned itinerary includes stops at Memphis, TN; Birmingham, AL; Montgomery, AL; and Atlanta, GA. The tour is considered a sole source purchase because it is economically procurable from one source. The contract is under review by Legal.

FY22 Grant Expense

E. Uniforms & team equipment – (Athletic Equipment)

**BSN Dallas, TX**

**\$100,000.00(5)\***

5. This expense is for purchasing uniforms and sports equipment for all Rock Valley College sports teams as needed throughout FY22. Bid# 21-07 was opened on April 20 with two bid submittals received, one of which was a “no-bid” response. BSN is a Premier Sporting Goods Supplier who has been the Rock Valley College athletic uniforms provider and small commodity sports equipment items for the last three years. They offer the most competitive prices on the market with their percentage discounts on Nike products and other brands and sporting equipment/supplies. They offer incentives that allow the college athletic program to be fully fitted in Nike apparel. This new five-year agreement allows the athletic department to receive yearly allotments and rebates on all items ordered. BSN offers \$5,000.00 in startup incentives for marketing/campus branding used for both the college’s indoor and outdoor athletic facilities. That incentive is used to help offset the use of institutional funds. This will be the first year of a five-year agreement.

FY22 Auxiliary Expense

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Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**Purchase Report #762D - FY21 Advanced Technology Center (ATC)****Change Orders**

Recommendation: Board approval for items marked with an asterisk

A. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **<\$7,050.00>\*(1)**

1. Change Order #4 is a credit due to the reuse of the existing door frames. This credit will be applied against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

B. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **\$2,514.00\*(2)**

2. Change Order #7 is to reinforce the concrete topping over the precast in the Metrology Lab. This expense will be drawn against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

C. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **<\$230.00>\*(3)**

3. Change Order #8 is a credit due to eliminating an exit sign in the Fabrication Lab. This credit will be applied against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

D. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **<\$4,680.00>\*(4)**

4. Change Order #9 is a credit due to changing the overhead door from glass to steel in storage room 1314. This credit will be applied against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.



**Purchase Report #762D - FY21 Advanced Technology Center (ATC)****Change Orders**

FY21 Budgeted Expense

- E.
- Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **<\$6,678.00>\*(5)**

5. Change Order #10 is a credit due to an engineered solution that will not require the upsizing of the existing water meter as initially designed and drawn. This credit will be applied against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

- F.
- Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **\$7,792.00\*(6)**

6. Change Order #12 is to add a floor drain in the warehouse in the area of the existing backflow protection device per State Plumbing inspection. This expense will be drawn against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

- G.
- Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **\$428.00\*(7)**

7. Change Order #13 adds a transfer grill for conference room 1115 because walls will be extended to the ceiling. This expense will be drawn against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

- H.
- Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL** **\$3,139.00\*(8)**

8. Change Order #14 is to change the forced main piping to acceptable piping material per the State Plumbing inspection. This expense will be drawn against the construction

**Purchase Report #762D - FY21 Advanced Technology Center (ATC)**

**Change Orders**

allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

I. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL**

**\$526.00\*(9)**

9. Change Order #15 is to add a flue extension to RTU-15 in the Welding Lab. This expense will be drawn against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

J. Advanced Technology Center – (Operations & Maintenance Fund: ATC)

**Stenstrom & Sons Construction Rockford, IL**

**\$10,634.00\*(10)**

10. Change Order #16 is to replace the damaged drywall in the Men’s and Women’s restrooms with new moisture-resistant drywall. This expense will be drawn against the construction allowance approved on Board Report #7774/Purchase Report #757B and will not increase the overall total of the project.

FY21 Budgeted Expense

\_\_\_\_\_  
Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**Purchase Report #762E - FY21 Advanced Technology Center (ATC)  
Purchases**

Recommendation: Board approval for items marked with an asterisk

A. Advanced Technology Center – (Instructional equipment: ATC)

<b>Illinois Material Handling Rockford, IL</b>	<b>\$30,437.00(1)*</b>
Fitzgerald Equipment Rockford, IL	\$34,952.00
Midway Industrial Equipment Sugar Grove, IL	\$35,035.00
Fitzgerald Equipment Rockford, IL	\$34,952.00
Crownlift Trucks Schaumburg, IL	\$42,777.00

1. This expense is for one Forklift, one Scissor Truck, and one Pallet jack for use at the ATC by the Plant Operations and Maintenance Department. The Material Handling Equipment Bid# 21-02 was opened on February 2, 2021.

FY21 Capital Expense

B. Advanced Technology Center - (Instructional equipment: ATC)

<b>Midwest Machinery/HFO Elk Grove Village, IL</b>	<b>\$351,516.00(2)*</b>
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2. This expense is for ATC Computerized Numerical Control (CNC) Lab Bid# 21-11, which opened on April 26, 2021. Bid submittals were received from seven vendors that bid on various items. No vendor submitted a bid on all items, nor did all items receive a bid. Submittals were compared for these items: Lathes, Manual Lathe, Manual Mill, the Surface Grinder, Cylindrical Grinder, and the Coordinate Measurement Machine. Midwest Machinery/HFO was the only vendor able to provide all these machines and was the lowest responsible bidder for each machine.

FY21 Capital Expense

C. Advanced Technology Center - (Instructional equipment: ATC)

<b>Machinery Source Belvidere IL</b>	<b>\$148,000.00(3)*</b>
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3. This expense is for ATC Computerized Numerical Control (CNC) Lab Bid# 21-11, which opened on April 26, 2021. Bid submittals were received from seven vendors that bid on various items. No vendor submitted a bid on all items, nor did all items receive a bid. Submittals were compared for these items: Mill. The college will be purchasing three (3) HURCO, VMOne Mills, from Machinery Source as it was the lowest responsible bidder of the Mill.

FY21 Capital Expense

**Purchase Report #762E - FY21 Advanced Technology Center (ATC)  
Purchases**

D. Advanced Technology Center – (Instructional equipment: ATC)

<b>Praxair Hillside, IL</b>	<b>\$791,479.00(4)*</b>
Weldstar Machesney Park, IL	\$1,003,600.00

4. This item is for ATC Welding Lab Equipment Bid# 21-12, which opened on April 29, 2021. Bid submittals were received from two vendors that bid on various items. No vendor submitted a bid on all items, nor did all items receive a bid. Praxair can provide the majority of items listed on the bid and was the lowest responsible bidder for the items bid on.

FY21 Capital Expense

E. Advanced Technology Center – (Instructional equipment: ATC)

<b>Moss Enterprises Johnston, IA</b>	<b>\$50,000.00(5)*</b>
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5. This expense is for portable work tables for the ATC Flex areas. This is a sole source purchase because these work tables are compatible with the other Amatrol equipment ordered for the ATC Flex areas. While other work tables were comparably priced, they did not have the equivalent specifications as the work tables offered by Moss.

FY21 Budgeted Expense

**Purchase Report #762E - FY21 Advanced Technology Center (ATC)  
Purchases**

F. Advanced Technology Center – (Real Estate Taxes: Big Thunder Blvd Belvidere)

**Boone County Treasurer Belvidere, IL**

**\$75,010.00(6)\***

6. Payment of the 2020 real estate taxes on the ATC property. \$56,500.00 is coming from the proration of the real estate taxes received at closing on the ATC property.

FY21 Budgeted Expense

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Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**ROCK VALLEY COLLEGE**  
Cash and Investment Report  
April 30, 2021

	<u>Month End Balance</u>
<u>Operating Cash Accounts</u>	
Illinois Bank & Trust	11,479,327
PMA Operating Cash	10,000,956
Petty Cash	3,224
ISDLAF*	15,556,182
 Total Operating Cash:	 <u>37,039,689</u>
<u>Operating Investments Accounts</u>	
PMA Operating	5,661,770
ISDLAF*	7,025,076
CD's and CDARS	7,976,186
 Total Operating Investments:	 <u>20,663,032</u>
<b>Total Operating Cash &amp; Investments:</b>	<b><u>57,702,722</u></b>

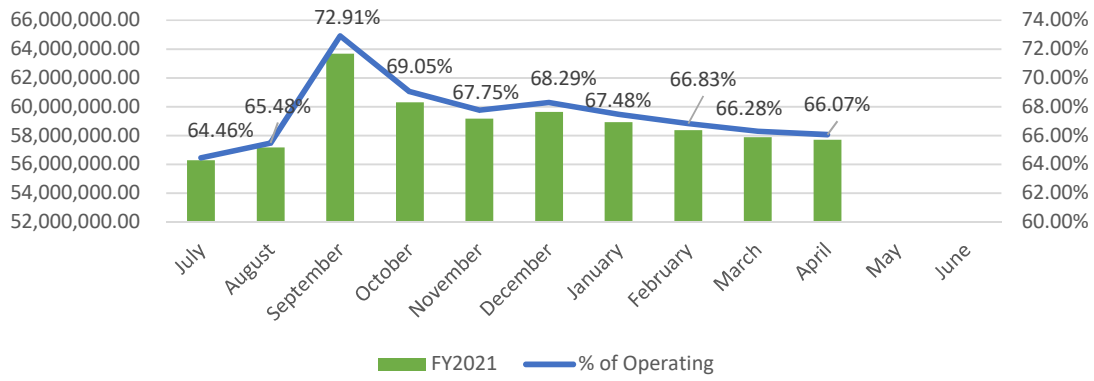
<b>Total Operating Cash and Investments on March 31, 2021</b>	<b><u>57,889,015</u></b>
<b>Total Operating Cash and Investments on April 30, 2021</b>	<b><u>57,702,722</u></b>
<b>Total Operating Cash and Investments on April 30, 2020</b>	<b><u>53,537,017</u></b>
<b>% of Operating Budget</b>	<b>66.07%</b>
<b>Change in Operating Cash and Investments since March 31, 2021</b>	<b>(186,293)</b>

*\*Illinois School District Liquid Asset Fund*

	<u>Month End Balance</u>
<u>Capital Funds</u>	
Debt Service	150,881
Life Safety	1,817,147
CDB Escrow	4,096,378
Building Funds	3,756,983
ATC Capital	6,499,878
 <b>Total Capital Funds:</b>	 <b><u>16,321,268</u></b>

<b>Total Capital Funds on March 31, 2021</b>	<b><u>16,320,911</u></b>
<b>Total Capital Funds on April 30, 2021</b>	<b><u>16,321,268</u></b>
<b>Change in Capital Funds since March 31, 2021</b>	<b>357</b>

### Operating Cash Balance and % Coverage of FY'21 Operating Budget



Month / Year	Cash & Investments	Capital	Total
April 2021	57,702,722	16,321,268	74,023,990
April 2020	53,537,017	9,820,346	63,357,363
March 2021	57,889,015	16,320,911	74,209,926
March 2020	54,181,766	9,814,807	63,996,573
February 2021	58,371,407	18,029,220	76,400,627
February 2020	57,211,177	10,832,793	68,043,970
January 2021	58,933,599	17,961,949	76,895,548
January 2020	60,673,218	10,821,135	71,494,353
December 2020	59,642,700	17,962,058	77,604,758
December 2019	61,039,969	10,808,269	71,848,238
November 2020	59,174,467	23,724,660	82,899,127
November 2019	59,159,008	15,998,883	75,157,891
October 2020	60,310,843	23,527,607	83,838,450
October 2019	55,382,391	22,164,265	77,546,656
September 2020	63,680,363	23,314,770	86,995,132
September 2019	55,742,155	19,103,388	74,845,543
August 2020	57,188,522	26,624,788	83,813,309
August 2019	58,206,803	25,271,236	83,478,039
July 2020	56,297,105	25,271,236	81,568,341
July 2019	58,369,617	56,297,105	114,666,722
June 2020	54,510,977	23,758,781	78,269,758
June 2019	54,219,668	10,971,333	65,191,001
May 2020	50,905,472	19,385,048	70,290,520
May 2019	50,308,197	10,145,583	60,453,780
April 2020	53,537,017	9,820,346	63,357,363
April 2019	48,977,643	9,553,635	58,531,278

Board Personnel Report # \_\_\_\_\_

**Recommendation:** The Board of Trustees approves the following personnel actions:

**A. APPOINTMENTS**

Danielle Baumgartner, Executive Director of Information Technology (IT), full-time (ADM) position with benefits, exempt, grade F, \$82,280, effective May 26, 2021.

**B. DEPARTURES**

None.

\_\_\_\_\_  
Howard Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees



**Intergovernmental Cooperation Agreement:  
{Insert Agreement Year} IDOT Highway Construction Careers Training Program**

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

Rock Valley College has been providing training for the HCCTP since 2009. Previously, RVC has been the grantee for HCCTP with ICCB being the grantor. Beginning in FY18, IDOT decided to execute Intergovernmental Agreements with the 12 community colleges individually and removed ICCB from the process. RVC will complete its 19th class on June 3, 2021, for the program. Since FY19, and the new reporting arrangements, there have been 33 participants (202 overall); with 29 completing the program (88%); eleven of those completing the program, have been placed with trade union apprenticeship programs; three individuals have continued their higher education; six have elected not to pursue careers in construction, and nine moved into full-time employment related to the training received in the program.

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

**Recommendation:** It is recommended that the Board of Trustees approve an Intergovernmental Cooperation Agreement (“Agreement”) between the Illinois Department of Transportation and Rock Valley College at a not-to-exceed amount of {Insert \$\$ Amount} for Rock Valley College to administer the 2021-2022 IDOT Highway Construction Careers Training Program.

\_\_\_\_\_  
Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

Attachments: RVC {Insert Year} Intergovernmental Agreement; RVC Attachment A; RVC Attachment B



Governmental Body Name

Rock Valley College

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

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

Phone	Fax	FEIN/TIN	DUNS

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

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

Compensation Method (full details specified in Part 6)

Schedule of Rates

Total Compensation Amount	Advance Pay	Start Date	Agreement Term	Expiration Date
\$310,250 (not to exceed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/20		06/30/21

SAMPLE

**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 GOV \_\_\_\_\_ Date

\_\_\_\_\_  
Name

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

FOR THE DEPARTMENT:

Omer Osman Acting Secretary of Transportation Date

\_\_\_\_\_  
\_\_\_\_\_

Delegate Name

Printed Name

Printed Title

Signature

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE 2020-2021 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
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Attention
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Email
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referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

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

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/20 and will expire 06/30/21
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.

**Part 2**  
**GENERAL PROVISIONS**

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

**FEDERALLY FUNDED AGREEMENTS**

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

**B. Certification Regarding Lobbying**

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

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

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

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

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

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

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

3. GOVERNMENTAL BODY understands that:

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

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

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

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

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

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

**CHOOSE ONE THAT IS APPLICABLE**

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

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

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

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

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

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

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



- b. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
6. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
7. **Reporting package** The reporting package must include the following:
- Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;
  - Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
  - Auditor's report(s) discussed in §200.515 Audit reporting; and
  - 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."
- 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.
  - With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

**M. Davis-Bacon Act** To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**

As required by OMB, the GOVERNMENTAL BODY certifies that it:

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

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

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

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

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

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

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

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

**PART 4  
SPECIFIC PROVISIONS**

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

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

Illinois Department of Transportation

Attention

Ronald S. Brown, Contract Compliance Section Mgr.

Address

2300 South Dirksen Parkway, Room 319

City

State

Zip Code

Springfield

IL

62764

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

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. 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.

- G. 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.
- H. 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)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement are limited to those described in Part 5. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims; and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

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

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

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

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

NAME OF GOVERNMENTAL BODY: Rock Valley College

Taxpayer Identification Number: 362557781

Legal Status (check one):

- Tax-exempt     Government     Other

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

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

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

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



**PART 5  
SCOPE OF SERVICE/RESPONSIBILITIES**

See Attachment A.

SAMPLE

# ATTACHMENT A

## PART 5

### SCOPE OF SERVICE/RESPONSIBILITIES

#### HISTORY & NARRATIVE

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

The DEPARTMENT signed an Intergovernmental Agreement with the Illinois Community College Board on November 9, 2009, to oversee IDOT's Highway Construction Careers Training Program (HCCTP). During the first year of the program, HCCTP's were established at eight community colleges throughout IDOT's Highway Districts 1 through 7 and 9. Effective July 1, 2011, IDOT added two additional colleges in District 8. Effective August 28, 2013, IDOT added one additional college in each IDOT District, 1 and 2. The HCCTP is now comprised of (12) twelve community college training programs and is established in every IDOT highway district.

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/child care, and construction tools/safety wear/footwear/safety equipment, as identified as current barriers in the needs assessment, to minorities, women and disadvantaged individuals in an effort to increase the under-represented group's employment in the highway construction workforce.

#### PROGRAM GOALS

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

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

## RESULTS-ORIENTED OBJECTIVES & ACTION PLAN

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

### Goal #1

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

#### Objective Elements

1. **Services:** Highway construction industry trade and life skills training
2. **Measurable Achievement:** At least 90 percent (22) of the 24 trainees of the under-represented population will complete the HCCTP.
3. **Projected Completion Date: June 30, 2021**

### Goal #2

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

#### Objective Elements

1. **Services:** Stipends for expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses.
2. **Measurable Achievement:** 100 percent of under-represented population will be provided a \$10/hour stipend while participating in the training program.
3. **Projected Completion Date: June 30, 2021**

### 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, 2021**

### 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, 2021**

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:**

<b>Administrative and Instructional Activities</b>	<b>Person Responsible</b>	<b>Date</b>
Identify potential program trainees interested in the DEPARTMENT'S training program.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021
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, 2020– June 30, 2021
Enroll selected participants/trainees that meet program requirements and are committed to completing the DEPARTMENT's training program.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021
The DEPARTMENT's program participants/selected trainees begin training sessions. Classwork and hands-on-training begins.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021
Provide counseling services for assistance in classroom or work-related problems.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021
Provide monitoring on a daily basis and offer remediation in any problem area(s).	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021
Emphasize life-long learning and provide opportunities for further education.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021

**Goal #2**

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

<b>Administrative Activities</b>	<b>Person Responsible</b>	<b>Date</b>
Provide stipends to selected trainees for expenses associated with participation in the training program to include but not limited to transportation and/or child care expenses.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021

**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:**

<b>Administrative Activities</b>	<b>Person Responsible</b>	<b>Date</b>
Provide the basic tools, safety wear, footwear and safety equipment (goggles, safety vest, hard hat) to the selected trainees at the start of the training program.	HCCTP community college staff located in each district	July 1, 2020– June 30, 2021
Upon acceptance into an apprenticeship or other highway construction-related position, provide trainees with tools and/or safety equipment as necessary for their new position.	HCCTP community college staff located in each district	July 1, 2020 – June 30, 2021

**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:**

<b>Administrative Activities</b>	<b>Person Responsible</b>	<b>Date</b>
Contact each district’s unions, contractors and interested individuals.	HCCTP staff, HCCTP community college staff located in each District	July 1, 2020 – June 30, 2021
Coordinate meetings between the various groups in each district to discuss the aspects of the district training programs and reach consensus on district workforce advisory committees.	HCCTP Staff, HCCTP community college staff located in each District	July 1, 2020 – June 30, 2021
Assist the DEPARTMENT’s contractors to obtain qualified minorities, women and disadvantaged individuals as needed from the District training programs to allow for their adequate utilization in the contractors’ workforces.	HCCTP Staff, HCCTP community college staff located in each District, and IDOT District EEO Officers	July 1, 2020 – June 30, 2021
Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.	HCCTP Staff, HCCTP community college staff located in each District, DEPARTMENT District EEO Officers, and workforce advisory committee participants	July 1, 2020 – June 30, 2021

Conduct follow-up with each graduate/placement after graduation every 30 days to ascertain employment status of individual.	HCCTP community college staff located in each District, HCCTP Staff	July 1, 2020 – June 30, 2021
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**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, 2021**.

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

**Program Objective #2**

Provide stipends to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses to 100 percent of the selected trainees while they participate in the training program by **June 30, 2021**.

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

**Program Objective #3**

Provide safety equipment, and basic tools and as off-site training requires, appropriate safety wear and footwear to selected trainees as needed, and as necessary, tools and/or safety equipment to selected trainees that are accepted into an apprenticeship or other highway construction-related position during or following the completion of the training program by **June 30, 2021**.

- A. **Evidence that will demonstrate achievement of Objective #3:** Receipts for safety equipment, safety wear, footwear and basic tools that are purchased by the district community colleges for use during the training programs and receipts for tools and/or safety equipment that are purchased specifically for a graduate trainee (with name of trainee, trainee’s signature, and reason for purchase) that have been submitted to the DEPARTMENT by the GOVERNMENTAL BODY and its District community college for reimbursement.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data (item description, quantity and cost) on the safety equipment, safety wear, footwear and basic tools purchased by the district community colleges and data (item

description, quantity, cost, job position) on each graduate trainee who received tools and/or safety equipment as a result of being placed.

- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

#### **Program Objective #4**

Assist in placing 100 percent, assist in employability, and placing 30 percent, of the program graduating 'class' into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENTAL construction contractors by **June 30, 2021**.

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

#### **PROGRAM ADMINISTRATION**

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

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

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

#### **PROGRAM DETAIL: PROCESSES AND RESPONSIBILITIES**

##### **The GOVERNMENTAL BODY will:**

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

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

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

- D.** Provide Coordinators for the delivery of trainee support throughout the life of the HCCTP; and
- E.** Provide a HCCTP progress report on a quarterly basis to the DEPARTMENT no later than the 15<sup>th</sup> 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. Develop 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.

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 following are various types of curriculum that are recommended for the highway construction trades:

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

### 3. Conduct Training Sessions:

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

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

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

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

**4. Facilitate Placements:**

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

**5. Data Entry:**

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

**6. Adhere to Criteria for Training Validity:**

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

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

**7. Coordinate Industry Involvement:**

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

**8. Comply with Funding Requirements:**

- a. The DEPARTMENT and the GOVERNMENTAL BODY acknowledge that funding for the HCCTP will be provided by the DEPARTMENT subject to annual review and approval.
- b. The funds provided by the DEPARTMENT for the HCCTP will be subject to audit and an annual end-of-year fiscal report will be provided by the GOVERNMENTAL BODY. The status of the expenses may be requested at any time by the DEPARTMENT.
- c. The DEPARTMENT and the GOVERNMENTAL BODY further agree that the GOVERNMENTAL BODY is responsible for ensuring funds are spent in compliance with restrictions and guidelines of the DEPARTMENT. All funds must be spent in accordance with established Policies and Procedures in the GOVERNMENTAL BODY's state fiscal compliance rules. Such Policies and Procedures will include, but are not be limited to, such areas as contracting/subcontracting, bidding, purchasing, leasing, use of GOVERNMENTAL BODY property, the requisition process, GOVERNMENTAL BODY payments, and other procurement related activities.

- d. The DEPARTMENT and the GOVERNMENTAL BODY agree that funds from this agreement will not be used for facility construction or rehabilitation of a physical facility. Exception: Work performed on the physical facility as a field training activity.

**10. Miscellaneous Provisions:**

- A. All HCCTP trainees will have access to an established and Board-approved Grievance Procedure. This procedure will provide structure to address grievances which involve academic matters, administrative matters, or discrimination. Grievances, other than those involving discrimination charges, will be handled through the established chain of authority. Grievances involving discrimination because of race, color, creed, sex, disability, religion, natural orientation, sexual preference or age should be made to the GOVERNMENTAL BODY and the appropriate Illinois community college affirmative action officer. Specific GOVERNMENTAL BODY processes will exist in conformance with state and federal statutes governing such cases. The complete grievance procedure is included in both the current year's Student Handbook and the current year's College Catalog.
- B. Trainee Rights and Conduct: All HCCTP trainees are subject to the trainee rights and responsibilities as detailed in the current year's College Catalogs and Conduct brochure and the current year's Student Handbook.
- C. HCCTP Coordinator: The DEPARTMENT and the GOVERNMENTAL BODY agree that the ultimate success of the HCCTP will be measured by the number of trainees who are placed with highway construction contractors or into trade unions or apprenticeship programs. Therefore, the role of the HCCTP Coordinator is critical to the success of the trainee from trainee status through employment in the highway construction industry.
- D. The GOVERNMENTAL BODY will be responsible for providing a dedicated HCCTP Coordinator. The DEPARTMENT and the GOVERNMENTAL BODY agree that the DEPARTMENT will participate in the selection process and the role of a Coordinator will include, but not be limited to:
  - a) meeting with trainees to help determine their needs;
  - b) providing individual trainee performance plans to meet program goals;
  - c) establishing a working relationship with local highway construction contractors and trade unions for the purpose of placing trainees;
  - d) coordinating industry involvement through two dedicated HCCTP workforce advisory committee meetings per fiscal year
  - e) advising trainees of appropriate workplace skills and discussing the issue(s) of drug and alcohol testing and a drug and alcohol free workplace;
  - f) serving as job skill trainers as needed;
  - g) meeting with trainees to provide specific information and feedback in job search activities, job seeking skills and resume development;
  - h) providing mock job interviews and post-mock interview evaluations for trainees;
  - i) submitting a quarterly report reflecting standard format due by the 15<sup>th</sup> day after the quarter end;
  - j) submitting a certified quarterly tool and equipment inventory due by the 15<sup>th</sup> 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 GOVERNMENTAL BODY will:

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

**PART 6  
COMPENSATION FOR SERVICES**

Funding

Rock Valley College	\$310,250.00	
Subtotal	\$310,250.00	
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL	\$310,250.00	

Funding Breakdown

See Attachment B.

Budget

SAMPLE

**ATTACHMENT B**  
**PART 6**  
**COMPENSATION FOR SERVICES**  
**ROCK VALLEY COLLEGE**

**\*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.**

<b>Subcontracting Costs*</b>	Costs Associated With Workforce Programs (College Coordinator, Instructor Training, Equipment Purchase, Travel, etc.).	\$191,690.00
<b>Supplies</b>	Trainee Tools	\$8,400.00
<b>Stipends</b>	Trainee Session Stipends.	\$108,000.00
<b>Other/Drug and Alcohol Screening</b>	Initial and Random Screenings for All Participants.	\$2,160.00
	<b>Total</b>	<b>\$310,250.00</b>

**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 GOVERNMENTAL BODY will ensure that a request to purchase

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

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

**Training:**

\$10.00/hour stipend per trainee for expenses during training sessions (e.g., childcare, transportation):  
10/hour x 450/hours = \$4,500.00  
\$4,500.00 x NUMBER OF ACTUAL TRAINEES

**Tools**

\$350.00 per trainee X NUMBER OF ACTUAL TRAINEES

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

**Urine Drug/Breath Alcohol Screening**, maximum of \$90.00 per screening  
(initial screens and random drug testing) x \$90.00 (APPROXIMATED)

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

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

1. All expenses incurred and/or services rendered are reimbursable only to the extent necessary and reasonable in accordance with the Scope of Services of this AGREEMENT; Line item budgeted amounts may not be transferred, and line item total caps may not be exceeded without prior written approval of the Department.  
Adhere to a quarterly billing cycle at minimum. The GOVERNMENTAL BODY MUST SUBMIT CORRECT AND COMPLETE PAYMENT REQUEST TO THE department within thirty (30) days of the end of the quarter. Failure to submit payment request within thirty (30) days may result in liquidated damages equal to a 10% reduction in reimbursement, not to exceed \$10,000.
2. THE DEPARTMENT RESERVES THE RIGHT TO DISALLOW, WHOLE OR IN PART, ANY GOVERNMENTAL BODY PAYMENT REQUEST THAT IS NOT SUBMITTED WITHIN THIRTY (30) DAYS OF THE END OF THE QUARTERLY BILLING CYCLE.
  - 2.1 All expenses incurred and/or services rendered shall be reimbursed on a quarterly billing cycle at minimum with all required supporting documentation, the maximum amounts are ascertainable from the Cost Category table above; and all expenses incurred and/or services rendered must relate to the relevant deliverable(s) described in the Scope of Services as the basis of payment.
3. All reimbursement requests are complete and accurate based on the criteria, guidelines, and intent of this IGA.
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.**

**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

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

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

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

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

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

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

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

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



**PART 8  
AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

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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SAMPLE

## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

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

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

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

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

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

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

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

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

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

Additional information which should be submitted:

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

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

**NOTICE**

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

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

**Single Audit Not Required Certification**

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

<b>Signature</b>	<b>Date</b>
<b>Title</b>	

**Subrecipient Contact Information**

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

**INTERGOVERNMENTAL AGREEMENT:  
ROCK VALLEY COLLEGE BOARD OF TRUSTEES  
AND THE  
UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES  
SHIELD PROGRAM COVID-19 TESTING SUPPORT AGREEMENT**

**BACKGROUND:** This Intergovernmental Agreement is between the Board of Trustees of the University of Illinois and Rock Valley College Community College District 511. Under the Agreement, Rock Valley College will be designated as a SHIELD Illinois COVID-19 Testing site.

**RECOMMENDATION:** It is recommended that the Rock Valley College Board of Trustees approve the Intergovernmental Agreement with the Board of Trustees of the University of Illinois formalizing the COVID-19 Testing Support agreement with Rock Valley College as a SHIELD Illinois Testing site. **Attorney Reviewed.**

\_\_\_\_\_  
Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

## COVID-19 TESTING SUPPORT AGREEMENT

### (PUBLIC PARTNER - MARCH 2021 IGA)

THIS COVID-19 TESTING SUPPORT AGREEMENT (“**Agreement**”) is made on this 25th day of May, 2021 (“**Effective Date**”), by and between Rock Valley College Board of Trustees, Community College District 511 (“**Customer**”) and The Board of Trustees of the University of Illinois (“**University**”). Customer and University may be referred to herein individually as a “Party,” and collectively as the “Parties.”

### WITNESSETH

WHEREAS, University provides coordination, logistics, order facilitation, billing, set-up help, results reporting and customer support for COVID-19 testing using University’s rapid rtPCR testing methodology (the “**U of I Test Method**”), and connects customers with testing laboratories and collection sites to simplify COVID-19 testing for workplaces, schools, universities, and other institutions;

WHEREAS, Customer desires to contract with University to facilitate access to COVID-19 testing services using the U of I Test Method for its employees, contractors, students, agents and/or others for whom Customer requires COVID-19 testing services to be performed (each, an “**End User**” and collectively, the “**End Users**”);

WHEREAS, University agrees to arrange for COVID-19 testing services using the U of I Test Method to be provided to Customer and its End Users and Customer agrees to accept such services on the terms and conditions set forth herein; and

WHEREAS, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

### **AGREEMENT**

#### **1. UNIVERSITY SERVICES.** Throughout the term of this Agreement:

1.1. University shall use reasonable efforts to provide to Customer the services set forth in the Statement of Work attached hereto as Exhibit A (the “**Services**”). The Statement of Work will designate a primary contact for Customer who will be reasonably available to University for communications with University regarding the Services under the Statement of Work;

1.2. To provide the Services to Customer, the Parties hereto acknowledge and agree that University contracts with laboratories, software providers and additional third parties (collectively, “**Service Providers**”) to deliver to Customer specimen collection services, laboratory testing using the U of Test Method, and reporting of COVID-19 testing results using a designated software platform (the “**Results Platform**”). Provided Customer has secured Consents described in Section 2.1, University shall provide Customer with the End Users’ test results consisting of a daily “flat

file and call center report” with specified data elements. If Customer has secured the Consents, or has made testing of End User mandatory, University shall provide Customer with its End Users’ test results as soon as practicable after the University’s testing laboratory receives a specimen.

1.3. Service Providers are independent contractors of University;

1.4. University reserves the right to subcontract the performance of certain of its obligations under the Statement of Work to Service Providers and to fulfill certain of its obligations under the Statement of Work by an affiliate without prior notice to Customer.

1.5. University represents and warrants that the Services and its “**University Policies and Procedures**” comply with all applicable federal and state laws.

2. **DUTIES OF CUSTOMER.** Throughout the term of this Agreement:

2.1. Customer shall be responsible for obtaining consents, including authorization and releases from End Users with respect to the release of End Users’ test results and any other data to Customer, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority (“**Consents**”). For the avoidance of doubt, Customer hereby represents and warrants to University that, prior to University’s performance of Services, including its arranging for COVID-19 testing services to be provided to Customer’s End Users, Customer has or will have either initiated mandatory testing of End Users in a manner not requiring Consents, or obtained all necessary Consents for such testing, as well as all necessary Consents to release any and all test results to Customer, if University is so directed by Customer, and Customer further acknowledges and agrees that University may rely upon such representation and warranty;

2.2. Customer acknowledges that University does not control the actual performance of the Service Providers, and the Services may be delayed, frustrated, or made impossible due to circumstances that are unforeseeable or beyond the reasonable control of University, including but not limited to changes to legal requirements or guidance, availability of materials required for Services, and laboratory capacity. In such circumstances, University will inform Customer of any delays or other barriers and take commercially reasonable steps to resume delivery of the Services, including working with Customer to find an alternative Service Providers to perform the Services at no additional cost to Customer;

2.3. Customer acknowledges that the Services are provided “as-is”. Customer recognizes that there are inherent limitations to the COVID-19 testing process, including limitations of U of I Test Method, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Customer accepts these limitations in entering into this Agreement;

2.4. Customer agrees to use commercially reasonable efforts to cooperate with Service Providers in their performance of the Services, including following the University’s policies and procedures applicable to Customer, as may be amended from time to time (the “**University Policies and Procedures**”). University will: make University Policies and Procedures available to Customer in an accessible web-based format (the “**University Portal**”); notify Customer of changes to University Policies and Procedures; and provide accurate information in response to any questions concerning ambiguity in data provided regarding End Users. All information

provided to End Users by Customer regarding the testing procedures shall be true, correct, and accurate and in compliance with the University Policies and Procedures, and shall not be misleading or otherwise contain misrepresentations;

2.5. Customer covenants that it will not submit claims to, and will not otherwise seek reimbursement or payment from, any insurance, health plan or other commercial third party payor, or from Medicaid, Medicare, or any government payor, for any portion of the Services, whether provided by Service Providers or directly by University, unless authorized directly in writing by University; and

2.6. Customer covenants that it shall not make available or sell the U of I Test Method or University Policies or Procedures on its own to any third party and that the Services acquired herein are solely for Customer's use and not with a view to, or for resale in connection with, distribution to others at any time without the University's consent.

### **3. COMPENSATION.**

3.1. University shall provide Services to Customer free of charge under the terms of an intergovernmental agreement ("IGA") with the Illinois Department of Public Health ("DPH") and associated work order #150000211.

3.2. University is not obligated to provide Services in excess of those funded by the IGA.

3.3. For the avoidance of doubt, University shall be solely responsible for compensating the Service Providers.

### **4. TERM AND TERMINATION.**

4.1. Term. The initial term of this Agreement shall be effective as of the Effective Date and terminate on December 31, 2021. This Agreement may be extended by mutual written agreement of the Parties, which is deemed granted for interval testing programs, or earlier terminated in accordance with the terms of this Agreement.

4.2. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. In the event of nonpayment of undisputed fees by Customer within the applicable payment period, University may, in its sole discretion, immediately terminate this Agreement.

4.3. Effects of Termination. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. University shall be entitled to payment of all fees or charges for services provided through the date of termination.

### **5. LIMITATION OF LIABILITY.**

5.1. EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

5.2. EXCEPT FOR THE INDEMNIFICATIONS CONTAINED HEREIN, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE SERVICES UNDER WHICH SUCH LIABILITY AROSE.

5.3. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.4. THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER ARE BASED IN PART ON THE LIMITATIONS CONTAINED IN THIS SECTION 5, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.5. In the event that University fails to materially perform any Service in breach of this Agreement, Customer's sole and exclusive remedy shall be, upon reasonable notice to University, and at Customer's request, re-performance by University of such Service as soon as reasonably practicable at no additional cost to Customer or a refund of payment for Services not provided.

## **6. INDEMNIFICATION.**

6.1. Indemnification Obligations. To the extent permitted by law and without waiving sovereign immunity, Customer and University will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, and liabilities from third parties based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees, volunteers and or agents and pertaining to the Services provided hereunder.

6.2. Procedures. If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys, consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should



the indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

6.3. Survival. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. **INSURANCE.** Each Party, at its sole expense, shall have in effect liability insurance coverage of such types and in such amounts as are customary for a business performing the obligations of such party hereunder, including, but not limited to, commercial general liability, cyber liability insurance, workers compensation and errors and omissions coverage.

## 8. **MISCELLANEOUS.**

### 8.1. Confidentiality.

8.1.1. When used in this Agreement, the term "Confidential Information" means confidential and proprietary information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The U of I Test Method and the University Policies and Procedures are University Confidential Information. The term "Confidential Information" does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.

8.1.2. The Receiving Party acknowledges that, as between the Parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.

8.2. Independent Relationship. It is understood that Customer and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

8.3. Waiver. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

8.4. Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

8.5. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party.

8.6. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Customer and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.

8.7. Notices. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University: SHIELD Illinois  
349 Henry Administration Building  
506 South Wright St.  
Urbana, Illinois 61801

If to Customer: **ROCK VALLEY COLLEGE**  
**CHIEF OF POLICE RICK JENKS**  
3301 North Mulford Road  
Rockford, IL 61114

With a copy to: **Ronald Geary**  
**Chief Academic Officer**  
**Rock Valley College**  
3301 North Mulford Road  
Rockford, IL 61114

8.8. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

8.9. Counterparts. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.

8.10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

8.11. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, except as permitted in Section 1.4. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

8.12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.

8.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

Rock Valley College Board of Trustees, Community College District 511  
\_\_\_\_\_  
(Customer)

The Board of Trustees of the University of  
Illinois (University)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

Approved for legal form by the Office of University Counsel, DS 03/2021

## EXHIBIT A

### Statement of Work

This Statement of Work (the “**SOW**”) is entered into as of the date of execution of the COVID-19 Testing Support Agreement (the “**Effective Date**”) by and between The Board of Trustees of the University of Illinois (“**University**”), individually and as agent for the Service Providers (as defined in the COVID-19 Testing Support Agreement, the “**Agreement**”), and  
Rock Valley College Board of Trustees, Community College District 511 (the “**Customer**”).

Customer is contracting with University in order for University to provide the services described herein through itself and the Service Providers (including, but not limited to, laboratory, specimen collection and software providers) necessary to conduct COVID-19 testing as set forth herein.

All capitalized terms used herein without definition shall have the meaning assigned to them in the Agreement.

#### 1. Contacts

Customer understands and agrees that University is the sole contracting party, and agrees to contact only University with questions, concerns, and/or support requests. Support requests shall be directed to:

General Support Tickets:	<a href="mailto:shieldilpartnerhelp@uillinois.edu">shieldilpartnerhelp@uillinois.edu</a>
Patient Support (24/7):	(217) 265-6059
Test Site Support (24/7):	(217) 265-5455

The following will be the lead contact at the Customer for interfacing with University:

Name:  
Title:  
Email address:  
Cell phone number:

#### 2. Ordering

Customer shall order from University COVID-19 testing services to be performed by Service Providers pursuant to the then-current version of University Policies and Procedures as made available online through the University Portal. Customer shall order a minimum of 5,000 tests during the Term. Thereafter, additional tests may be ordered on a monthly basis, in advance, upon thirty (30) days’ notice to University.

### **3. University's Testing Support Services**

University's Testing Support Services include all Services described in the University Policies and Procedures, including but not limited to the following:

- a. Any equipment required
- b. End User Consent for specimen collection and reporting results to End Users as applicable under the terms of this Agreement
- c. Reporting results to Customer as applicable under the terms of this Agreement
- d. Laboratory analysis of specimens collected using U of I Test Method
- e. Customizable communications materials in electronic format to assist Customer in explaining the test purpose, process, collection site locations, and results reporting functionality to End User
- f. Results Platform, which provides the following functionality:
  - a. collective reporting of results to Customer contact (if authorized by End User)
  - b. individual reporting of results to End Users
  - c. reporting to the relevant public health authorities
- g. Access to University Policies and Procedures

**INTERGOVERNMENTAL AGREEMENT:  
ROCK VALLEY COLLEGE BOARD OF TRUSTEES  
AND THE  
UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES  
SHIELD ILLINOIS COVID-19 SPECIMEN COLLECTION AND COURIER SERVICES  
AGREEMENT**

**BACKGROUND:**

The University of Illinois (hereinafter referred to as the “University”) has CLIA Certified labs across the State of Illinois. Rock Valley College (hereinafter referred to as “the College”) wants to serve as a Collection Partner to serve its End Users. Section 2 of this Intergovernmental Agreement between the University of Illinois Board of Trustees and the Rock Valley College Board of Trustees addresses the procedures for testing, collection, and reporting. The College will register End Users for specimen collection, collect saliva samples in accordance with University policies and procedures, and deliver specimens to labs for testing as directed by the University.

The University Portal has information about University policies and procedures. The University’s Results Platform will track testing. The University will compensate the College \$10.00 per specimen collected and delivered to labs for testing as directed by the University.

The following Intergovernmental Agreement between the Board of Trustees of the University of Illinois and Rock Valley College Community College District 511 establishes and formalizes the designation of Rock Valley College as a SHIELD Illinois COVID-19 SPECIMEN COLLECTION PARTNER.

**RECOMMENDATION:**

It is recommended that the Rock Valley College Board of Trustees approve the Intergovernmental Agreement with the Board of Trustees of the University of Illinois designating Rock Valley College as a SHIELD Illinois COVID-19 SPECIMEN COLLECTION PARTNER. **Attorney Reviewed.**

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Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

**COVID-19 SPECIMEN COLLECTION AND COURIER SERVICES AGREEMENT**  
(PUBLIC PARTNER – MARCH 2021 IGA)

**THIS COVID-19 SPECIMEN COLLECTION AND COURIER SERVICES AGREEMENT (“Agreement”)** is made on this 25th day of May, 2021, by and between Rock Valley College Board of Trustees, Community College District 511 (“**Collection Partner**”) and The Board of Trustees of the University of Illinois (“**University**”). Collection Partner and University may be referred to herein individually as a “Party,” and collectively as the “Parties.”

**WITNESSETH**

**WHEREAS**, University arranges for high-volume, low-cost, accurate COVID-19 testing services to be provided using University’s rapid rtPCR testing methodology (“**U of I Test Method**”) to third-parties (each a “**Customer**”) located throughout the State of Illinois;

**WHEREAS**, University maintains a network of CLIA-certified laboratories across the state of Illinois that are capable of performing COVID-19 testing using the U of I Test Method (the “**Labs**”) for Customers;

**WHEREAS**, to provide testing services for Customers, University also maintains a network of specimen collection sites across the State of Illinois (each, a “**Site**”) that collect specimens from Customer’s end users (each, an “**End User**” and collectively, the “**End Users**”) and deliver such specimens to the Labs for testing as directed by University;

**WHEREAS**, Collection Partner desires to serve as a Site for University, to provide specimen collection services to Collection Partner’s End Users and to deliver the specimens collected at the Site to one or more Labs as directed by University and University agrees to include Collection Partner within its network of Sites on the terms and conditions as are set forth herein; and

**WHEREAS**, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

**AGREEMENT**

**1. COLLECTION SITE PARTICIPATION AGREEMENT.**

1.1. The Parties have entered into a COVID-19 Testing Support Agreement, and University agrees to include Collection Partner as a Site at which Collection Partner’s End Users may register to obtain COVID-19 testing services as requested from time to time.

1.2. Collection Partner shall designate its times and days of specimen collection in consultation with University.



1.3. Collection Partner's End Users shall register at Site for testing, subject to the Collection Partner's designated Site's capacity and capability to perform the requested services outlined in Section 2, in accordance with the University policies and procedures provided by University to Customer, as may be amended from time to time. University represents and warrants that the University Policies and Procedures comply with applicable federal and state laws.

1.4. University shall furnish to Collection Partner a standing order substantially similar in form to **Exhibit A ("Order")**, issued by a physician currently licensed and in good standing in the State of Illinois, that authorizes Collection Partner to collect and submit End Users' saliva specimens to Labs for SARS-CoV-2 molecular testing analysis using the U of I Test Method in accordance with the conditions of the Order.

## **2. COLLECTION AND COURIER SERVICES.**

2.1. Collection Partner shall register End Users who present themselves for specimen collection at the Site in compliance with University's policies and procedures for specimen collection, as may be amended from time to time (the "**Specimen Collection Policies and Procedures**"). University will: make Specimen Collection Policies and Procedures available to Collection Partner in an accessible web-based format ("**University Portal**"); notify Collection Partner of changes to Specimen Collection Policies and Procedures; and provide accurate information in response to any Collection Partner questions concerning ambiguity in Specimen Collection Policies and Procedures.

2.2. Collection Partner shall perform such registration using a University-provided information management tracking system accessed through an electronic health record platform (the "**Results Platform**"), which shall be used to collect and track End User and specimen information;

2.3. Such registration process shall include the generation by Collection Partner of a unique barcode label (the "**Label**") to be placed on the test-tube used to contain End User's collected saliva sample (the "**Specimen**") in accordance with the Specimen Collection Policies and Procedures. Collection Partner understands the importance of maintaining the accuracy of the Labels, which will be used by Labs and University to track the Specimen and report test results on the Results Platform. Collection Partner shall immediately report any issues with Label generation and tracking to University as set forth in the Specimen Collection Policies and Procedures;

2.4. When an End User presents at the Site, Collection Partner shall collect the Specimen from the End User, including End User's consent if needed, in a manner consistent with University's Specimen Collection Policies and Procedures, applicable laws, and public health guidelines issued by the State of Illinois, the Centers for Disease Control and Prevention and/or other applicable regulatory agencies ("**Collection Services**");

2.5. Collection Partner shall employ or contract with an appropriate number of qualified personnel (“**Personnel**”) as needed to perform the Collection Services at the Site. All Personnel shall be fully qualified and appropriately licensed (as applicable) to perform the Collection Services;

2.6. Collection Partner shall maintain proper infection control procedures, provide for proper Specimen storage and arrange for proper hazardous material waste removal as required by the Specimen Collection Policies and Procedures;

2.7. Collection Partner shall timely deliver or arrange for the delivery of the Specimens to one or more Labs as directed by University in accordance with the Specimen Collection Policies and Procedures (the “**Courier Services**”). If the Lab closest to Collection Partner has reached capacity for Specimen processing, Collection Partner may inquire with University about alternate Labs that may have capacity, and Collection Partner may, at Collection Partner’s expense, deliver Specimens to an alternate Lab rather than accept longer processing time for Specimens. In the event Collection Partner is unable to provide the Courier Services itself, Collection Partner may delegate such Courier Services to the University, provided however, Collection Partner shall be responsible for all costs associated with the Courier Services so delegated;

2.8. Collection Partner shall notify the University in the event Collection Partner does not have anticipated capacity and capability (for example due to workload fluctuations or resource needs) to complete the requested Collection Services or Courier Services in accordance with the Specimen Collection Policies and Procedures and shall collaborate with University to make arrangements to transfer Customers and associated End Users to another Site.

2.9. Collection Partner shall promptly notify University of any Customer or End User dissatisfaction or complaint regarding Collection Partner’s Collection Services and/or Courier Services, and University shall likewise notify Collection Partner if it becomes aware of any such dissatisfaction or complaint;

2.10. Collection Partner agrees to use reasonable efforts to maintain the integrity of the Specimen collected and transported and shall at all times follow the requirements for same as set forth in the Specimen Collection Policies and Procedures. Collection Partner shall be solely responsible for the integrity of the Specimen collected and transported by Collection and in no event shall University be responsible for any loss or damage to any Specimen handled by Collection Partner for transport or delivery hereunder; and

2.11. Notwithstanding any other standards of performance for Collection Services and Courier Services set forth herein and in the Specimen Collection Policies and Procedures, Collection Partner shall furnish the Collection Services and Courier Services with the same degree of skill and care that would be exercised by a reasonably prudent specimen collection and specimen delivery provider in similar settings under similar circumstances.

2.12. University shall facilitate the Collection Services and Courier Services as set forth in the Specimen Collection Policies and Procedures.

### 3. COMPENSATION

3.1. Collection Partner shall solely be responsible for all of its actual costs associated with maintaining its Personnel, space, utilities, insurance, and all other usual and customary operational costs in performing the Collection Services and Courier Services.

3.2. Under the terms of an intergovernmental agreement (“IGA”) with the Illinois Department of Public Health (“DPH”) and associated work order #15000021I, University shall compensate Collection Partner in an amount equal to \$10.00 per specimen collected through the Collection Partner’s Site and successfully processed (“Collection Fee”), with results transmitted to the End User.

3.3. University is not obligated to provide compensation in excess of that funded by the IGA.

3.4. Payment of Collection Fee shall be made on a quarterly basis subject to Collection Partner completing all University requirements to become a permanent vendor in the University’s payment system and in accordance with University’s invoice and payment policies.

### 4. TERM AND TERMINATION.

4.1. Term. The term of the Agreement shall commence on the Effective Date and shall continue until December 31, 2021, unless sooner terminated as set forth herein or if the Parties’ Testing Support Agreement terminates (the “Term”). This Agreement may be extended by mutual written agreement of the Parties.

4.2. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

4.3. Effects of Termination. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

5. INSURANCE. Collection Partner shall maintain, at its sole cost and expense, throughout the Term of this Agreement appropriate professional and comprehensive general liability insurance covering Collection Partner and its Personnel for the provision of Collection Services and Courier Services in such amounts as are usual and customary for entities furnishing similar services under similar circumstances.

### 6. LIMITATION OF LIABILITY.

6.1. EXCEPT FOR UNIVERSITY’S OBLIGATIONS UNDER SECTION 1 OF THIS AGREEMENT, COLLECTION PARTNER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES OF ANY KIND OR NATURE ARISING OUT OF OR RELATING IN ANY WAY TO COLLECTION PARTNER’S PERFORMANCE OF THE COLLECTION SERVICES AND COURIER

SERVICES, AND UNIVERSITY SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY OF THE FOREGOING.

6.2. EXCEPT FOR DAMAGES ARISING OUT OF UNIVERSITY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

6.3. THE TOTAL AGGREGATE LIABILITY OF UNIVERSITY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE COLLECTION SERVICES AND COURIER SERVICES UNDER WHICH SUCH LIABILITY AROSE.

6.4. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.5. THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER ARE BASED IN PART ON THE LIMITATIONS CONTAINED IN THIS SECTION, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 7. **INDEMNIFICATION.**

7.1. **Indemnification Obligations.** To the extent permitted by law and without waiving sovereign immunity, each Party will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, and liabilities from third parties based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees, volunteers and or agents and pertaining to the Collection Services and Courier Services provided hereunder.

7.2. **Procedures.** If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys, consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should an indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other

professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

7.3. Survival. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

## 8. MISCELLANEOUS.

8.1.1. Confidentiality. All confidential and proprietary information provided by University to Collection Partner under this Agreement, including but not limited to: technical information and procedures related to Collection Services, Specimen Collection Policies and Procedures, testing, business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, including but not limited to the Results Platform and University Portal, and lists of Customers and their End Users, are University's Confidential Information. All information provided to Collection Partner by University is presumed to be University's Confidential Information, even if not marked as such. University's Confidential Information shall remain the property of University.

8.1.2. When used in this Agreement, the term "Confidential Information" means confidential and proprietary information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The term "Confidential Information" does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.

8.1.3. The Receiving Party acknowledges that, as between the Parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.

8.1.4. Collection Partner shall not use or permit others to use University's Confidential Information, except as expressly contemplated under the terms of this Agreement. Collection Partner acknowledges that the unauthorized use, commercialization, or disclosure of University's Confidential Information would cause irreparable harm to University. Therefore, University may seek equitable relief (including injunctive relief) against Collection Partner and its agents to prevent the breach or threatened breach of this Section, in addition to all remedies available at law. The provisions of this Section shall survive any expiration or termination of this Agreement. On termination of this Agreement, Collection Partner shall promptly return all Confidential Information provided to it, together with all copies thereof, or destroy such Confidential Information and certify in writing that such Confidential Information has been destroyed; provided, however, that Collection Partner may retain copies of University's Confidential Information as required by applicable law.

8.2. Confidentiality of Specimens/End User and Label Information. The Parties agree that the Specimens collected at the Site and End User and Label information are included among the Confidential Information and are regarded as sensitive health information. For that reason, the Parties agree to safeguard the Specimen, End User and Label information by following best practices for the physical and electronic protection of said information. Collection Partner acknowledges that Collection Partner performs its Collection Services and Courier Services at the request and direction of University and that University is responsible for reporting the results of the COVID-19 tests performed on End User-supplied Specimens in accordance with other applicable agreements and to the Illinois Department of Public Health and/or any other State or federal agency to which such reporting is required by law or regulation. Collection Partner shall be responsible for inputting all End User and Label information into the Results Platform and transporting the Specimens from the Site to the Labs, but shall not otherwise use or disclose such Specimen or End User or Label information in any other manner except as required by law. Collection Partner shall comply in all material respects with all applicable Federal and State laws, regulations, rules and orders applicable to privacy, security of all information arising out of or related to the Collection Services and Courier Services.

8.3. Independent Relationship. It is understood that Collection Partner and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

8.4. Waiver. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

8.5. Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

8.6. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third

party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party. Further, Collection Partner's performance of Collection Services and Courier Services hereunder shall not violate or infringe on the proprietary rights of University.

8.7. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Collection Partner and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.

8.8. Notices. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University: SHIELD Illinois  
349 Henry Administration Building  
506 South Wright St.  
Urbana, Illinois 61801

If to Collection Partner: ROCK VALLEY COLLEGE  
CHIEF OF POLICE RICK JENKS  
3301 North Mulford Road  
Rockford, IL 61114

With a copy to: Ronald Geary  
Chief Academic Officer  
Rock Valley College  
3301 North Mulford Road  
Rockford, IL 61114

8.9. Warranty. Each Party represents, warrants, and covenants that its ability to provide health care services in any state or other jurisdiction has not been revoked, limited, suspended or otherwise restricted in any material manner. In the event that during the term of the Agreement, either Party is charged with a felony or such Party's ability to provide health care services in any state, commonwealth or other jurisdiction is revoked or becomes limited, suspended or otherwise restricted in any material manner, such Party shall immediately advise the other Party and such event shall be grounds for immediate termination with cause under the Agreement. Collection Partner represents, warrants and covenants that it, its parent entities and/or its subsidiaries, and, to its knowledge, any of its employees, agents or subcontractors involved in the provision of Collection Services and Courier Services under this Agreement are not currently charged with and have never been convicted of a felony as set forth in 42 U.S.C. § 1320a-7, nor have they ever been suspended from participation in, or subjected to, any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare or any other federal or state health insurance program.

8.10. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

8.11. Counterparts. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.

8.12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

8.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

8.14. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, unless otherwise permitted under this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

8.15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.

*[Signature Page to Follow]*



**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

Rock Valley College Board of Trustees, Community College District 511  
(Collection Partner)

The Board of Trustees of the University of  
Illinois (University)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

Approved for legal form by the Office of University Counsel, DS 03/2021

**EXHIBIT A**  
**NOTIONAL SAMPLE ORDER**  
**SHIELD ILLINOIS**  
**PHYSICIAN STANDING ORDER**  
**FOR COVID-19 TESTING**

**I. TESTING SERVICES TO BE PROVIDED**

This standing order is issued for the *SHIELD Illinois* program of the University of Illinois at Urbana-Champaign (“University”). SHIELD ILLINOIS is a statewide public health response to the COVID-19 pandemic. The University has developed an rtPCR COVID-19 saliva test methodology (the “Test”) [that has received emergency use authorization from the U.S. Food and Drug Administration.] The University has formed a network of saliva specimen collection partners (each a “Collection Partner”) who have agreed to operate specimen collection sites. The University also has formed a network of CLIA-certified laboratories (each a “Laboratory”) capable of analyzing the specimens using the Test. The University has contracted with institutional customers around the state who wish to use the Test to provide COVID-19 screening or diagnosis for specified groups of individuals.

**II. AUTHORIZED PROVIDERS**

This standing order authorizes any Collection Partner to supervise individuals in the self-collection of their saliva and to submit the specimens to a Laboratory for analysis using the Test, all in accordance with the SHIELD Illinois procedures. All individuals 18 years of age or older and individuals under age 18 with parental consent and who otherwise qualify for testing may submit for testing pursuant to this order.

**III. TRAINING OF PROVIDER PERSONNEL**

[To be determined based on requirements of Emergency Use Authorization]

**IV. TERM**

This order shall take effect on the date of issuance and shall remain in effect for one year, with six-month automatic renewals, unless revoked by the ordering physician for medical, regulatory, or public health reasons, or unless the Governor of Illinois declares the statewide public health emergency ended.

\_\_\_\_\_  
[PHYSICIAN NAME]  
Illinois License Number:

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



# Rock Valley College

Technology Assessment  
Priorities, Timeline, & Budget  
2021-2023

# Agenda

- 1) Summarize Technology Assessment Prioritization Process
- 2) Review Top Priorities, Timeline, and Budget for 2021-2022
- 3) Review Future Priorities for 2022-2023

# Assessment Categories

1. Business System and Process Development
2. Infrastructure
3. Public Website and Intranet
4. Data and Document Management
5. Information Technology Department Initiatives

# Business Development and Process System 2021-2022

Initiative	Cost Breakdown	Total Expenditure	Funding Source	Timeline
<ul style="list-style-type: none"> <li>• <b>Ellucian Colleague Self Service – Student</b></li> <li>• <b>Includes *New* Financial Aid Module</b></li> </ul>	<ul style="list-style-type: none"> <li>• Professional Services; Variable Rate for Hours Leverage (Maximum)</li> <li>• Current Staff Resources (50-75% Commitment)</li> <li>• Ellucian Experience ( Planning, Single Sign-on, Training)</li> <li>• *Estimate* Colleague Training - \$1500 for 4 IT staff</li> </ul>	<p>\$170,000</p> <p>\$ 21,100</p> <p>\$ 1,500</p>	CRRSAA	<p>Q1 – Convert Existing</p> <p>Q2 – Financial Aid</p> <p>Q3 – Expand</p> <p>Q4 into 2022-2023 - Faculty</p>
<b>Ellucian Colleague Self Service – Staff</b>				<p>Q1 – Time/Leave</p> <p>Q2/Q3- Budget &amp; Requisitioning</p>
<b>Ellucian Advise Expansion – Scheduling and Reporting</b>	<ul style="list-style-type: none"> <li>• Current Staff Resources</li> <li>• <b>Savings – Elimination of SARS</b></li> </ul>	<p>(\$8,000)</p>	N/A	Q1
<b>Prospective Student CRM</b>	*Estimate* based on product selection	\$125,000	CRRSAA	Q2-Q4
<b>Non-Credit Enrollment and Articulation</b>	Possibly Leverage Instant Enrollment within Ellucian Self-Service	N/A	N/A	Q2/Q3
<b>Perceptive Content Upgrade</b>	<ul style="list-style-type: none"> <li>• Professional Services</li> <li>• *Estimate* - Related Hardware Needs</li> </ul>	<p>\$ 42,000</p> <p>\$ 8,000</p>	CRRSAA	Q1
<b>Total for Business Category</b>		\$367,600		

# Infrastructure 2021-2022

Initiative	Cost Breakdown	Total Expenditure	Funding Source	Timeline
Ellucian Colleague – Managed Services Solution	• One Time Transition Costs	\$115,000	CRRSAA	Q1 – Q4
	• Annual Increase to Current Licensing Agreement (Current \$528,000)	\$114,900	Student Technology Fees	
	• Anticipated Infrastructure Savings for Disaster Recovery/Backup in 2022-2023	(\$9,000)		
Data Center Virtualization	* Every 3 years	\$ 20,000	Student Technology Fees	Q1
Wireless Endpoint Assessment	*Estimate*–Vendor Quotes Needed	\$ 30,000	Assessment Funding	Q2-Q4
Network Vulnerability Assessment	*Estimate*– Vendor Quotes Needed	\$ 20,000	Assessment Funding	Q2/Q3
Campus Network Modernization	Costs Dependent on Master Facilities Planning Priorities			Ongoing
Academic Software/AWS Web Apps 2.0/Workspaces	• Synchronet Flex Support for Additional Dept Expansion	\$ 60,000	CRRSAA	Ongoing
	• Web Apps 2.0 – Annual; *Estimate* - Varies dependent on usage by students	\$50,000	Student Technology Fees	
	• Workspaces – Annual *Estimate*	\$30,000	CRRSAA	
Hardware Lifecycle Equipment (Annual)/ Dependent on AWS Web Apps 2.0 Solution/Workstation Configs	Annual Hardware Refresh Budget -3yr plan (Actual Costs Will Vary Based on Variable Hardware Costs and # of years)	\$200,000 /year	CRRSAA	Q3/Q4
<b>Total for Business Category</b>		<b>\$630,900</b>		

# Ellucian Colleague – Managed Services Solutions

- **Disaster Recovery and Business Continuity**
  - Avoid system downtime related to disasters recovery (e.g. tornado, fire, flood)
- **Quicker responsiveness**
  - Resources will be quickly provisioned, to ensure there are no interruptions increasing reliability
- **Security and Data Protection**
  - Leverages us to today's security standards, ensure that we are PCI and HIPPA compliant and ensure regulatory compliance to avoid fines and penalties
- **Alignment of Staff to New and Emerging Business and Technology Needs**



# Public Website and Intranet 2021-2022

Initiative	Cost Breakdown	Total Expenditure	Funding Source	Timeline
CRM/Admissions Application Integration	Costs Included in CRM Initiative in Business System Category	N/A	N/A	Q2 – Q4
Single Sign-On – Ellucian Experience Solution	Addressed within Ellucian Self-Service Initiative in Business System Category	N/A	N/A	Q3-Q4
Migration of Custom Quarry to CommonSpot	Current Staff Resources	N/A	N/A	Ongoing
<b>Total for Public Website and Intranet Category</b>		<b>\$0</b>		

# Data and Document Management 2021-2022

Initiative	Cost Breakdown	Total Expenditure	Funding Source	Timeline
<b>Forms Solutions/Electronic Signature (Image now add on)</b>	<ul style="list-style-type: none"> <li>E-Forms</li> <li>E-Forms Annual Maintenance</li> <li>E-Authorize Server</li> <li>E-Authorize Server Annual Maintenance</li> <li>E-Authorize Signing Events (5,000) – Estimate based on usage</li> </ul>	\$18,025 \$ 3,605 \$ 5,150 \$ 1,030 \$ 5,150	CRRSAA	Q3 – Q4
<b>Upgrade Informer 4 to Informer 5 - Reporting</b>	Current Staff Resources	N/A	N/A	Q3-Q4
<b>Simplify Informer Data Models</b>	Current Staff Resources	N/A	N/A	Q3 into 2022-2023
<b>Informer 5 – Campus wide visibility through Dashboards</b>	Estimated Costs	\$30,000	Student Technology Fees	Q4 into 2022-2023
<b>Total for Public Website and Intranet Category</b>		<b>\$62,960</b>		

# Information Technology Department 2021-2022

Initiative	Cost Breakdown	Total Expenditure	Funding Source	Timeline
IT Service Delivery Suite for Project Management, Service Delivery, and Knowledgebase	Dependent on Final Product Selection; Estimate of Annual Fees Dependent on # of Licenses	\$8-10K	Student Technology Fees	Q1-Q2
Consolidate Help Desk and TS Specialists into a Single Unit	Current Staff Resources	N/A	N/A	Q1-Q2
IT Project Governance	Current Staff Resources	N/A	N/A	Q1-Q2
Change Advisory Board	Current Staff Resources	N/A	N/A	Q2
IT Steering Committee	Current Staff Resources	N/A	N/A	Q2
Re-engineer Programmer Support Model	Current Staff Resources/Capacity Gained from Shift to Managed Services	N/A	N/A	Q4
<b>Total for IT Department Initiatives</b>		<b>\$10,000</b>		

# 2021-2022 Summary

Category	Total Expenditure
Business Systems	\$ 367,600
Infrastructure	\$ 630,900
Public Website and Intranet	\$ 0
Data & Document Mgmt.	\$ 62,960
IT Department	\$ 10,000
<b>Total Costs</b>	<b>\$1,071,460</b>

# 2021-2022 Summary

Category	Total Expenditure
CRRSAA	\$ 780,560
Student Technology Fees	\$ 224,900
Assessment	\$ 50,000
<b>Savings</b>	<b>\$ 17,000</b>
<b>Total Costs</b>	<b>\$1,038,460</b>

# Questions??



## Rock Valley College

Technology Assessment Priorities,  
Timeline, & Budget

2021-2023

**Thank You**

Danielle Baumgartner

Interim Executive Director

[D.Baumgartner@rockvalleycollege.edu](mailto:D.Baumgartner@rockvalleycollege.edu)

# 2022-2023 Looking Forward

- 1. Faculty Self Service Expansion**
- 2. Prospective Student CRM Expansion**
- 3. Technology Asset Management Solution Implementation**
- 4. Hardware Lifecycle**
- 5. Employee Onboarding Process Expansion**
- 6. Campus Network Modernization**
- 7. AWS Web Apps 2.0 Expansion**
- 8. Continued Migration of Quarry to CommonSpot**
- 9. SharePoint Usage Assessment for Collaboration**
- 10. Simplify Informer Data Models and Informer 5 Dashboard**
- 11. Reduction of Shadow Systems**

# RVC Athletics D2 Transition

Darin Monroe, Athletic Director

Presented to: Board of Trustees  
Committee of the Whole – May 10, 2021





# Benefits of Being DII

- Attract a higher quality student-athlete.
- Attract the best local players who are currently leaving Rockford to attend a scholarship Junior College instead of staying home and attend Rock Valley.
- Create a highly competitive schedule—there are more NJCAA Division II programs in both Region IV and in the surrounding Regions.
- NJCAA Division I and NJCAA Division II programs would be more inclined to schedule Rock Valley and not worry about how it would affect their National Ranking or Seeding.
- Recruiting opportunities significantly increase with the ability to offer a student-athlete an athletic scholarship.
- Less turnover among our Head Coaches as Rock Valley would compete at a higher level of college athletics.
- Increase placement opportunities at four-year schools, allowing our student-athletes to move onto a higher level of competition following the completion of their career at Rock Valley College.
- Region IV has automatic bids for NJCAA Division II programs where NJCAA Division III programs have to travel to play in District Championship games in order to qualify for NJCAA National Tournaments.
- NJCAA Division II National Tournaments are more well-attended by four-year coaches.
- Increase in Roster Sizes amongst all of our athletic teams.
- Increased scheduling opportunities season-to-season with opponent variety; Division II offer the ability to be more competitive with scholarships, thus attracting nationally-recognized opponents more frequently.
- Students with financial need would be able to use Pell Grant, Map Grants and other scholarships toward living, food and other expenses which would relieve financial burden.
- Elimination of playing District Championship games travel expenses that could be as high as \$76,000 in a year.
- Operating Cost would remain the same with travel, officials and staffing.



# NJCAA Scholarship Guidelines by Division

Division	Scholarship Guidelines
Division I	Colleges may grant full athletic scholarships (tuition, books, fees, room & board), up to \$250 in course required supplies and transportation costs one time per academic year to and from the college by direct route.
Division II	Colleges may grant athletic scholarships, but scholarships are limited to tuition, books, fees and up to \$250 in course required supplies. Each sport has limits on the number of scholarships that can be granted.
Division III	Colleges are not permitted to offer any athletic scholarships



# Academic Excellence

## Department (Semester by Semester)

Term	# Athletes	Deans List	Presidents List	Above 3.0	Credits/Athlete	Credits	Grade Points	GPA	Dean's List	Presidents List	Above 3.0
Spring 2016	119	22	10	46	13.8	1642	4379	2.7	18%	8%	39%
Fall 2016	134	33	10	61	14.4	1934	5578	2.9	25%	7%	46%
Spring 2017	116	26	11	52	14.3	1655	4624	2.8	22%	9%	45%
Fall 2017	138	42	6	71	14.3	1978	5749	2.9	30%	4%	51%
Spring 2018	125	26	7	43	13.4	1675	4599	2.7	21%	6%	34%
Fall 2018	150	35	8	61	14.3	2143	5918	2.8	23%	5%	41%
Spring 2019	128	28	3	43	13.8	1770	4592	2.6	22%	2%	34%
Fall 2019	156	41	5	70	14.8	2304	6368	2.8	26%	3%	45%
Spring 2020	145	46	17	80	13.2	1919	5751	3.0	32%	12%	55%
Fall 2020	157	60	15	90	14.3	2251	6681	3.0	38%	10%	57%
<b>5 Year Average</b>	<b>137</b>	<b>36</b>	<b>9</b>	<b>62</b>	<b>14.1</b>	<b>1927</b>	<b>5424</b>	<b>2.8</b>	<b>26%</b>	<b>7%</b>	<b>45%</b>

## Academic All-Americans (5 Year Total)

Term	Pinnacle	Superior	Exemplary	Total
Baseball	2	4	7	13
Softball	6	8	15	29
Volleyball	2	6	2	10
Men's Soccer	0	1	1	2
Women's Soccer	0	1	8	9
Men's Basketball	2	1	1	4
Women's Basketball	0	2	3	5
Bowling	1	2	3	6
<b>Department Total</b>	<b>13</b>	<b>25</b>	<b>40</b>	<b>78</b>

### Key

NJCAA Pinnacle Award for Academic Excellence (4.00 GPA on a 4.00 scale)

NJCAA Award for Superior Academic Achievement (3.80 to 3.99 on a 4.00 scale)

NJCAA Award for Exemplary Academic Achievement (3.60 to 3.79 on a 4.00 scale)



# National Tournament Bids

## Comparison of Region IV DII vs DIII Bids to National Tournaments:

Region Comparison D2 vs D3 to get to National Tournament		
Sport	D2 Bids	D3 Bids
Men's Soccer	1 Automatic Bid	Has District Game vs Region 5/12/13
Women's Soccer	1 Automatic Bid	Has District Game vs Region 12/13
Volleyball	2 Automatic Bids	1 Automatic Bid
Men's Basketball	2 Automatic Bids	Has District Game vs Region 12
Women's Basketball	2 Automatic Bids	Has District Game vs Region 12
Baseball	1 Automatic Bid	Has District Game vs Region 12
Softball	2 Automatic Bids	Has District Game vs Region 12
Men's Bowling	1 Automatic Bid	1 Automatic Bid
Women's Bowling	1 Automatic Bid	1 Automatic Bid



# Region IV Breakdown % by Sport

Sport	Total Programs	D1	D2	D3	D1 %	D2 %	D3 %
Men's Soccer	26	3	16	7	12%	62%	27%
Women's Soccer	26	3	16	7	12%	62%	27%
Volleyball	26	1	19	6	4%	73%	23%
Men's Basketball	30	9	15	6	30%	50%	20%
Women's Basketball	30	7	17	6	23%	57%	20%
Baseball	27	6	12	9	22%	44%	33%
Softball	24	0	18	6	0%	75%	25%
Men's Bowling	5	5	0	0	100%	0%	0%
Women's Bowling	5	5	0	0	100%	0%	0%

Does not take into account DuPage and Elgin potential transition to DII



# Surrounding Regions for Scheduling

Region 11	Total Programs	D1	D2	D3	D1 %	D2 %	D3 %		Region 24	Total Programs	D1	D2	D3	D1 %	D2 %	D3 %
Men's Soccer	11	6	5	0	55%	45%	0%		Men's Soccer	6	6	0	0	100%	0%	0%
Women's Soccer	11	6	5	0	55%	45%	0%		Women's Soccer	9	6	0	0	67%	0%	0%
Volleyball	14	3	11	0	21%	79%	0%		Volleyball	16	6	10	0	38%	63%	0%
Men's Basketball	13	5	8	0	38%	62%	0%		Men's Basketball	16	11	5	0	69%	31%	0%
Women's Basketball	12	4	8	0	33%	67%	0%		Women's Basketball	16	8	8	0	50%	50%	0%
Baseball	12	4	8	0	33%	67%	0%		Baseball	18	10	8	0	56%	44%	0%
Softball	12	4	8	0	33%	67%	0%		Softball	18	10	8	0	56%	44%	0%
Men's Bowling	3	3	0	0	100%	0%	0%		Men's Bowling	0	0	0	0	0%	0%	0%
Women's Bowling	3	3	0	0	100%	0%	0%		Women's Bowling	0	0	0	0	0%	0%	0%

\*Region 11 is in Iowa, Region 24 is in Southern Illinois



# Who do we want to be?

## **Current Status of RVC Athletics**

- RVC is one of the top NJCAA Division III Athletic Departments in the country.
- RVC is competitive both regionally and nationally in all sports.
- RVC has won 22 National Championships in our History.
- RVC is well supported within the greater Rockford area by fans, media and spectators because of the success that we have had at the National level.
- We have a beautiful campus/facilities, great professors and support staff, and an Administration and Board of Trustees who understand the value of college athletics.
- If we do this right, I feel strongly that we can continue to have the same success at the NJCAA Division II level.



# Recommendation: Scholarships

## **3 Year Phased Approach:**

- FY23 at 50% of the Max Allowable Scholarship by Sport.
- FY24 at 65% of Max Allowable Scholarship by Sport.
- FY25 and beyond at 75% of Max Allowable by Sport.

## **Other Recommendations:**

- Scholarships cover cost of Tuition and Fees only in terms of Tuition Waivers equal to up to 32 credits per year.
- Books and \$250 in course related supplied would be fundraised by RVC Athletic Department in partner with RVC Booster Club.
- 1 Full-Tuition Waiver can be split between 2 student-athletes.
- Student-Athletes with Pell Grant or MAP Grant can use to cover cost of books, other course materials and remainder be issues refund check.
- Each program would have minimum roster # set by Athletic Director/VP of Student Affairs. Failure to meet minimum roster would result in decrease in scholarship in the next year.





# Scholarship Cost: FY23

FY23 Budget Year

**Table 1: Revenue/Expense with Roster Numbers (50% of Max Allowable)**

Sport	Max Allowable	Minimum Roster Size	Fall 2020 Roster	50% Scholarship #	Min Roster Revenue	Fall 20 Roster Revenue	Scholarship Expense	Total Min Roster	Total Fall Roster
Women's Soccer	24	24	22	12	\$ 49,920.00	\$ 41,600.00	\$ 49,920.00	\$ -	\$ (8,320.00)
Men's Soccer	24	24	30	12	\$ 49,920.00	\$ 74,880.00	\$ 49,920.00	\$ -	\$ 24,960.00
Volleyball	14	14	19	7	\$ 29,120.00	\$ 49,920.00	\$ 29,120.00	\$ -	\$ 20,800.00
Men's Basketball	15	18	18	8	\$ 43,680.00	\$ 43,680.00	\$ 31,200.00	\$ 12,480.00	\$ 12,480.00
Women's Basketball	15	18	16	8	\$ 43,680.00	\$ 35,360.00	\$ 31,200.00	\$ 12,480.00	\$ 4,160.00
Baseball	24	24	44	12	\$ 49,920.00	\$ 133,120.00	\$ 49,920.00	\$ -	\$ 83,200.00
Softball	24	24	27	12	\$ 49,920.00	\$ 62,400.00	\$ 49,920.00	\$ -	\$ 12,480.00
Bowling	12	17	18	0	\$ 70,720.00	\$ 74,880.00	\$ -	\$ 70,720.00	\$ 74,880.00
				<b>70</b>	<b>\$ 386,880.00</b>	<b>\$ 515,840.00</b>	<b>\$ 291,200.00</b>	<b>\$ 95,680.00</b>	<b>\$ 224,640.00</b>



# Scholarship Cost: FY24

## FY24 Budget Year

**Table 2: Revenue/Expense with Roster Numbers (65% of Max Allowable)**

Sport	Max Allowable	Minimum Roster Size	Fall 2020 Roster	65% Scholarship #	Min Roster Revenue	Fall 20 Roster Revenue	Scholarship Expense	Total Min Roster	Total Fall Roster
Women's Soccer	24	24	22	16	\$ 34,944.00	\$ 26,624.00	\$ 64,896.00	\$ (29,952.00)	\$ (38,272.00)
Men's Soccer	24	24	30	16	\$ 34,944.00	\$ 59,904.00	\$ 64,896.00	\$ (29,952.00)	\$ (4,992.00)
Volleyball	14	14	19	9	\$ 20,384.00	\$ 41,184.00	\$ 37,856.00	\$ (17,472.00)	\$ 3,328.00
Men's Basketball	15	18	18	10	\$ 34,320.00	\$ 34,320.00	\$ 40,560.00	\$ (6,240.00)	\$ (6,240.00)
Women's Basketball	15	18	16	10	\$ 34,320.00	\$ 26,000.00	\$ 40,560.00	\$ (6,240.00)	\$ (14,560.00)
Baseball	24	24	44	16	\$ 34,944.00	\$ 118,144.00	\$ 64,896.00	\$ (29,952.00)	\$ 53,248.00
Softball	24	24	27	16	\$ 34,944.00	\$ 47,424.00	\$ 64,896.00	\$ (29,952.00)	\$ (17,472.00)
Bowling	12	17	18	0	\$ 70,720.00	\$ 74,880.00	\$ -	\$ 70,720.00	\$ 74,880.00
				<b>91</b>	<b>\$ 299,520.00</b>	<b>\$ 428,480.00</b>	<b>\$ 378,560.00</b>	<b>\$ (79,040.00)</b>	<b>\$ 49,920.00</b>



# Scholarship Cost: FY25 and Beyond

## FY25 Budget Year

**Table 3: Revenue/Expense with Roster Numbers (75% of Max Allowable)**

Sport	Max Allowable	Minimum Roster Size	Fall 2020 Roster	75% Scholarship #	Min Roster Revenue	Fall 20 Roster Revenue	Scholarship Expense	Total Min Roster	Total Fall Roster
Women's Soccer	24	24	22	18	\$ 24,960.00	\$ 16,640.00	\$ 74,880.00	\$ (49,920.00)	\$ (58,240.00)
Men's Soccer	24	24	30	18	\$ 24,960.00	\$ 49,920.00	\$ 74,880.00	\$ (49,920.00)	\$ (24,960.00)
Volleyball	14	14	19	11	\$ 14,560.00	\$ 35,360.00	\$ 43,680.00	\$ (29,120.00)	\$ (8,320.00)
Men's Basketball	15	18	18	11	\$ 28,080.00	\$ 28,080.00	\$ 46,800.00	\$ (18,720.00)	\$ (18,720.00)
Women's Basketball	15	18	16	11	\$ 28,080.00	\$ 19,760.00	\$ 46,800.00	\$ (18,720.00)	\$ (27,040.00)
Baseball	24	24	44	18	\$ 24,960.00	\$ 108,160.00	\$ 74,880.00	\$ (49,920.00)	\$ 33,280.00
Softball	24	24	27	18	\$ 24,960.00	\$ 37,440.00	\$ 74,880.00	\$ (49,920.00)	\$ (37,440.00)
Bowling	12	17	18	0	\$ 70,720.00	\$ 74,880.00	\$ -	\$ 70,720.00	\$ 74,880.00
				<b>105</b>	<b>\$ 241,280.00</b>	<b>\$ 370,240.00</b>	<b>\$ 436,800.00</b>	<b>\$ (195,520.00)</b>	<b>\$ (66,560.00)</b>



# Potential Expansion/Future Considerations

- Institution funding of RVC Men's and Women's Bowling Programs that are currently fully fundraised. RVC Men's have won 2020 National Championship and placed 2<sup>nd</sup> and 5<sup>th</sup> in 3 years of program. Women were NJCAA Runner-Up in 2020. Currently on pace to have 20 bowlers in 2021-2022. Bowling would continue to operate at the non-scholarship level.
- Addition of E-sports which is currently being offered at over 60 NJCAA institutions and is the fastest growing sport at the collegiate level. This would be a non-scholarship revenue generating sport.
- Addition of the RVC Golf program that was eliminated in 2016. This would operate at the non-scholarship level.

## INTEROFFICE MEMORANDUM

**TO:** BOARD OF TRUSTEES  
**FROM:** CHRIS LEWIS  
**SUBJECT:** INDUSTRIAL MAINTENANCE & CNC CURRICULUM UPDATE  
**DATE:** MAY 10, 2021

➤ **The Industrial Maintenance Technician (IMT) Curriculum Update**

- The IMT Curriculum will be completed by May 6, 2021.
- A meeting of the IMT Advisory Group, consisting of Business & Industry Partners, has been scheduled for May 10, 2021, at 4:30 p.m.; and the group will review the completed Curriculum.
- The first IMT class will begin on May 17, 2021.

➤ **CNC Curriculum Update**

- Our enhancement to the Introductory and Intermediate levels of CNC Training will include a 16-week program with 90 hours of Measurement, Materials, and Safety (MMS).
- Then the students will break out into separate cohort groups. One cohort class will be trained on manual mills and CNC mills, with OD and Surface Grinding exposure. The second cohort class will be trained on manual lathes and CNC lathes, with exposure to OD and Surface Grinding, and they both will complete an eight-week session.
- For the second eight weeks, the cohort groups will alternate, providing a comparable training session over the 16 weeks.
- All Curriculums currently exist, except for Grinding, which we are working to develop.
- The Advanced CNC Curriculum aligns with the NIMS CNC Programming Set-Up and Operations Curriculum for both mills and lathes, which was vetted and approved at meetings with the Business & Industry Partner Advisory Group.
- We met with SME, which has developed an Advanced CNC Curriculum that we will purchase, allowing us to have the Curriculum to offer at the ATC in Fall 2021.

## Advanced Technology Center Cost Summary

<u>1400 Big Thunder Blvd OZ, LLC</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	<u>Comments</u>
Building Acquisition	2,000,000.00	2,001,758.00	(1,758.00)	Board Report #7733, additional closing costs

<u>Stenstrom &amp; Sons Construction</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	<u>Comments</u>
<b>Total Contract Value:</b>	<b>5,887,000.00</b>	<b>1,662,423.90</b>	<b>4,224,576.10</b>	Board Report #7774-B and #7774-C
<i>Building Construction</i>	4,069,931.00	1,653,696.90	2,416,234.10	
FFE for Building Construction	1,317,069.00		1,317,069.00	
<i>Construction Allowance</i>	500,000.00	8,727.00	491,273.00	
Change Order #1	14,021.00	7,717.00	6,304.00	Board Report #7785-G; final price \$7,717.00
Change Order #2	9,172.00	-	9,172.00	Board Report #7785-G
Change Order #3	2,407.00	1,010.00	1,397.00	Board Report #7785-G; final price \$1,010.00
Change Order #4	(7,050.00)			Board Report #XXXX-X; May Board Meeting
Change Order #5	(4,000.00)			Board Report #7792-D
Change Order #6	660.00			Board Report #7792-D
Change Order #7	2,514.00			Board Report #XXXX-X; May Board Meeting
Change Order #8	(230.00)			Board Report #XXXX-X; May Board Meeting
Change Order #9	(4,680.00)			Board Report #XXXX-X; May Board Meeting
Change Order #10	(6,678.00)			Board Report #XXXX-X; May Board Meeting
Change Order #11				
Change Order #12	7,792.00			Board Report #XXXX-X; May Board Meeting
Change Order #13	428.00			Board Report #XXXX-X; May Board Meeting
Change Order #14	3,139.00			Board Report #XXXX-X; May Board Meeting
Change Order #15	526.00			Board Report #XXXX-X; May Board Meeting
Change Order #16	10,634.00			Board Report #XXXX-X; May Board Meeting

<u>District 100</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	<u>Comments</u>
<b>Total Approved</b>	<b>418,000.00</b>	<b>71,904.52</b>	<b>346,095.48</b>	Board Report #7767-C
Equipment	7,000.00	-	7,000.00	
Signage	13,000.00	-	13,000.00	
Permits & Fees	25,000.00	7,210.00	17,790.00	
Architect & Engineering	100,000.00	64,694.52	35,305.48	
Architect & Engineering (Additional Scope)	273,000.00		273,000.00	Board Report #7792-B

<u>Information Technology Needs</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	<u>Comments</u>
<b>Total Approved</b>	<b>281,896.00</b>	<b>97,905.08</b>	<b>183,990.92</b>	
Entre Computers	41,590.00		41,590.00	Board Report #7885-D
IT Savvy	97,906.00	97,905.08	0.92	Board Report #7885-D
CDW	142,400.00		142,400.00	Board Report #7885-D
iFiber	37,039.00		37,039.00	Board Report #7797-C

<u>Operational Costs</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	
<b>Total Approved</b>	<b>70,600.00</b>	<b>44,294.38</b>	<b>26,305.62</b>	
Electric	27,000.00	17,698.60	9,301.40	Board Report #7885-C
Gas	20,600.00	7,295.78	13,304.22	Board Report #7885-C
Lawn Care	3,000.00		3,000.00	Board Report #7885-C
Snow Removal	20,000.00	19,300.00	700.00	Board Report #7885-C

<u>Curriculum Furniture, Fixtures &amp; Equipment (FFE)</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining</u>	
<b>Total Approved</b>	<b>1,429,863.00</b>	<b>-</b>	<b>1,429,863.00</b>	
Moss International & Training Solutions (Amatrol Distributor)	946,880.00		946,880.00	Board Report #7792C
AIDEX (Fanuc Distributor)	130,440.00		130,440.00	Board Report #7792C
Atmosphere Commercial Interiors	121,000.00		121,000.00	Board Report #7797-C
Krueger International (KI)	220,300.00		220,300.00	Board Report #7797-C
Krueger International (KI)-increase classroom capacity	11,243.00		11,243.00	Board Report #7797-C

<b>Total Project Construction Summary:</b>	<b>8,375,600.00</b>	<b>3,780,380.80</b>	<b>4,595,219.20</b>
Building Construction Funding:	6,569,931.00	3,664,181.90	2,905,749.10
Building FFE Funding:	1,317,069.00	-	1,317,069.00
A&E and Other Costs:	418,000.00	71,904.52	346,095.48
Operational Costs:	70,600.00	44,294.38	26,305.62

<b>Total Project FFE Summary:</b>	<b>1,711,759.00</b>	<b>97,905.08</b>	<b>1,613,853.92</b>
Informational Technology:	281,896.00	97,905.08	183,990.92
Curriculum FFE:	1,429,863.00	-	1,429,863.00

<b>Project Budget:</b>	<u>Funds Available</u>	<u>Approved</u>	<u>Spent</u>	<u>Remaining Unallocated Funds</u>
Construction Budget	9,061,450.00	6,987,931.00	3,736,086.42	2,073,519.00
FFE Budget	6,500,000.00	3,028,828.00	97,905.08	3,471,172.00
Operational Costs	261,087.00	70,600.00	44,294.38	190,487.00
<b>Total Project</b>	<b>15,822,537.00</b>	<b>10,087,359.00</b>	<b>3,878,285.88</b>	<b>5,735,178.00</b>

To: Board of Trustees

## REMAINING ATC PURCHASES

DEPARTMENT	EST. COST	Comments
<b>POM</b>		
Directional Floor Stickers	\$500	For Flex Lab
Radio Repeater & Antenna	\$9,500	
Primex Clocks	\$8,000	
Garbage Cans	\$715	
Recycle Bins	\$350	
Toilet Tissue Dispensers	\$0	Provided by Vendor
Paper Towel Dispenser	\$0	Provided by Vendor
Soap Dispensers	\$0	Provided by Vendor
Sanitary Waste Receptacles	\$960	
Women's Product Machine	\$4,250	
Hand Sanitizers Stations	\$3,000	
<b>TOTAL</b>	<b>\$27,275</b>	
<b>POLICE</b>		
Lot Traffic Control and Wayfair Signage	\$4,500	
Stop the Bleeding kits	\$1,300	
Fire Repeater and Antenna	\$17,000	If Belvidere Fire requires it.
<b>TOTAL</b>	<b>\$22,800</b>	
<b>IT</b>		
Printers	\$1,200	
UPS's 3	\$9,000	
Copiers	\$2,000	
Display's/TV	\$25,000	
7 Docking Stations	\$2,100	
Wireless mounting brackets	\$2,000	
Wireless Assessment	\$2,200	
AV Interface Modules	\$2,000	
<b>TOTAL</b>	<b>\$45,500</b>	
<b>ACADEMICS</b>		
Industrial Tower Lights	\$7,000	
Work Benches	\$50,000	
Lockers	\$43,000	
<b>TOTAL</b>	<b>\$100,000</b>	
<b>GRAND TOTAL</b>	<b>\$195,575</b>	