

**Rock Valley College Board of Trustees  
Community College District No. 511  
3301 N. Mulford Road, Rockford, IL 61114  
Educational Resource Center (ERC), Performing Arts Room (PAR), Room 0214**

**Regular Meeting  
May 28, 2024, 5:15 p.m.**

**Livestreaming Link: [https://www.youtube.com/channel/UCwa3Fs6l4pWAR\\_4iDZPTNZA](https://www.youtube.com/channel/UCwa3Fs6l4pWAR_4iDZPTNZA)**

**AGENDA**

- A. Call to Order**
- B. Roll Call**
- C. Board Member Attendance by Means Other Than Physical Presence**
- D. Communications and Petitions (Public Comment)**
- E. Recognition of Visitors**
  - 1. Recognition of Outgoing Student Trustee – Mr. Juan Noguera
  - 2. Swearing in of 2024-2025 Student Trustee – Mr. Nico Mikos
- F. General Presentation**
- G. Approval of Minutes**
  - 1. April 09, 2024 Committee of the Whole meeting
  - 2. April 23, 2024 Regular and Reorganization meetings
- H. Action Items**
  - 1. Approve Claims Sheet (Check Register-April 2024) (BR 8151)
  - 2. Approve Purchase Reports
    - a. Purchase Report-A – FY2024 Amendments (BR 8152-A)
    - b. Purchase Report-B – FY2024 Purchases (BR 8152-B)
    - c. Purchase Report-C – FY2025 Purchases (BR 8152-C)
  - 3. Approve 2024-2025 Intergovernmental Cooperation Agreement for IDOT Highway Construction Careers Training Program (BR 8153)
  - 4. Approve Personnel Report (BR 8154)
- I. Other Business**
  - 1. New Business
  - 2. Unfinished Business
- J. Updates / Reports**
  - 1. President's Update
  - 2. Leadership Team Updates
  - 3. ICCTA Report
  - 4. Trustee Comments
  - 5. RVC Foundation Liaison Report
  - 6. Freedom of Information Act (FOIA) Report
- K. Date of Next Committee of the Whole Meeting:** June 11, 2024, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus.
- L. Date of Next Regular Meeting:** June 25, 2024, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus.
- M. Adjourn**

Robert Trojan, Board Chair

**Rock Valley College**  
**Community College District No. 511**  
**3301 N. Mulford Road, Rockford, IL 61114**  
**BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING**  
**5:15 p.m. Tuesday, April 9, 2024**  
**MINUTES**

**Call to Order**

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

**Roll Call**

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

Ms. Gloria Cardenas Cudia	Mr. Paul Gorski
Mr. Richard Kennedy	Mr. Robert Trojan
Ms. Kristen Simpson	Mr. Juan Nogueta, RVC Student Trustee
Mr. John Nelson	

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

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

**Board Member Attendance by Means Other Than Physical Presence**

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

**Communications and Petitions**

There were no communications and petitions to recognize.

**Recognition of Visitors**

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

**Review of Minutes**

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

## General Presentations

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

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

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

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

### **2. Downtown West Campus / DKA Presentation:**

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

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

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

**Teaching, Learning & Communications Discussion: Board Liaison Trustee Simpson**

**1. Enrollment Update**

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

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

**2. Completion Ceremonies Update**

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

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

**3. Fire Truck Donation**

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

**Finance Discussion: Board Liaison Trustee Trojan**

**1. Purchase Report**

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

***Purchase Report A – FY2024 Purchases:***

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

1. Stenstrom Excavation and Blacktop Group	Rockford, IL	\$821,677.45 (1)*
		Not to Exceed
Northern Illinois Service Co.	Rockford, IL	\$ 977,095.00
DPI Construction, Inc.	Pecatonica, IL	\$ 994,426.29

**2. Cash and Investment Report**

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

**3. Fiscal Year 2025 Tentative Budget and Public Notice**

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

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

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

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

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

#### **1. Personnel Report**

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

#### **2. Flex Days**

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

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

#### **3. Retirement Resolution**

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

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

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

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

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

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

## **5. Health Sciences Center (HSC) Renovations**

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

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

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

## **6. Rock Valley College Events Calendar**

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

## **7. RVC Bonds**

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

### **New Business/Unfinished Business**

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

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

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

There was no new business discussed.

**Adjourn to Closed Session**

There was no closed session.

**Next Regular Board of Trustees Meeting**

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

**Next Committee of the Whole Meeting**

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

**Adjourn**

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

Submitted by: Tracy L. Luethje

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Robert Trojan, Secretary

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Gloria Cardenas Cudia, Chairperson

**Illinois Community College District No. 511  
Rock Valley College  
3301 North Mulford Road  
Rockford, IL 61114  
April 23, 2024, 5:15 p.m.**

**FINAL MEETING OF THE PRESENT BOARD**

**MINUTES**

**Call to Order**

The final meeting of the present Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened in the Performing Arts Room (PAR), Room 0214, in the Educational Resource Center (ERC) on the main campus of Rock Valley College on Tuesday, April 23, 2024. The meeting was called to order by Board Chair Gloria Cardenas Cudia at 5:15 p.m.

**Roll Call**

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

Ms. Gloria Cardenas Cudia	Mr. Bob Trojan
Mr. Paul Gorski	Mr. Richard Kennedy
Ms. Kristen Simpson	Mr. John Nelson
Student Trustee Juan Noguera	

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

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President of Academic Affairs/Chief Academic Officer; Ms. Ellen Olson, Vice President of Finance/Chief Financial Officer; Dr. Hansen Stewart, Vice President of Career Technical Education and Workforce Development; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Rick Jenks, Vice President of Operations/Chief Operations Officer; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Assistant to the President; Attorney Joseph J. Perkoski, Robbins Schwartz.

**Board Member Attendance by Means Other than Physical Presence**

Trustee Gorski made a motion, seconded by Trustee Nelson, to allow Trustee Soltow to participate in the meeting via teleconference. The motion was approved by unanimous roll call vote.

**Communications and Petitions (Public Comment)**

There were no communications and petitions.

**Recognition of Visitors**

Dr. Amanda Smith recognized Professor Paulette Gilbert who was named the 2024 Faculty of the Year. Mrs. Gilbert has been an English Professor at the College for over three decades. The Board of Trustees congratulated Mrs. Gilbert on her award.

**General Presentations**

There were no general presentations.



### Approval of Minutes

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve the minutes of the March 12, 2024 Committee of the Whole meeting and the March 26, 2024 Regular meeting.

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

### Action Items

#### **1. BR 8141 - Claims Sheet - March 2024**

The Board Report reads in part: It is recommended that the Board of Trustees approves the claims sheets from the Ellucian check register for the period from March 1, 2024 to March 31, 2024. The total is \$2,014,355.76.

A motion was made by Trustee Gorski, seconded by Trustee Simpson, to approve Board Report 8141. There was no discussion. The motion was approved by majority roll call vote. Trustees Gorski, Kennedy, Simpson, Trojan, Cudia voted yes. Trustee Nelson voted no. Student Trustee Nogueta voted yes (advisory).

#### **2a. BR 8142-A - Purchase Report-A - FY2024 Purchases**

The Board Report reads in part: It is recommended that the Board of Trustees approves the marked item for purchase on Board Report 8142-A, Purchase Report-A.

\$ 821,677.45 - Not to Exceed      A.    Stenstrom Excavation and Blacktop Group, Rockford, IL

A motion was made by Trustee Gorski, seconded by Trustee Trojan, to approve Board Report 8142-A. There was no discussion. The motion was approved by unanimous roll call vote.

#### **3. BR 8143 - Tentative Budget for FY2025**

The Board Report reads in part: It is recommended that the Board of Trustees approves the FY2025 tentative budget and submit any questions to Chief Financial Officer Ellen Olson. The public hearing will be scheduled for 5:15 p.m. on June 25, 2024.

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve Board Report 8143. Vice President Olson explained that the Board of Trustees will be voting on the final budget on June 25, 2024. The motion was approved by unanimous roll call vote.

#### **4. BR 8144 - Personnel Report**

The Board Report reads in part: It is recommended that the Board of Trustees approves the personnel items listed on Board Report 8144.

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to approve Board Report 8144. There was no discussion. The motion was approved by unanimous roll call vote.

#### **5. BR 8145 - Resolution Honoring the Retirement of Rock Valley College Employees**

The Board Report reads in part: It is recommended that the Board of Trustees approves the Retirement Resolution for the Rock Valley College employees who retired in 2023-2024.

A motion was made by Trustee Nelson, seconded by Trustee Kennedy, to approve Board Report 8145. There was no discussion. The motion was approved by unanimous roll call vote.

**6. BR 8146 - 2024 Summer Flex Days**

The Board Report reads in part: It is recommended that the Board of Trustees approves five (eight-hour) summer flex days for full-time Educational Support Personnel (ESP), Support Staff Association (SSA), Professional Staff Association (PSA), and Administrative staff to be used between May 20, 2024, and August 2, 2024.

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to approve Board Report 8146. There was no discussion. The motion was approved by unanimous roll call vote.

**7. BR 8147 - Donation Report Harlem-Roscoe Fire Protection District - Fire Engine**

The Board Report reads in part: It is recommended that the Board of Trustees acknowledges and accepts the generous donation of a used fire engine by the Harlem-Roscoe Fire Protection District to the Rock Valley College Foundation.

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to approve Board Report 8147. There was no discussion. The motion was approved by unanimous roll call vote.

**8. BR 8148 - Capital Development Board (CBD) Project 810-080-017 Renovation of Classroom Building II (CLII) Selection of Renovation Option and Authorization to Open Trust Account**

The Board Report reads in part: It is recommended that the Board of Trustees authorizes the College's Treasurer to set up an account through PMA Financial Network equaling the total RVC cost estimate listed in Option 3: Addition of a Blackbox Theater. The cost for RVC would be \$18,000,000, making the total project cost \$35,000,000. Please note that these prices do not include Furniture, Fixtures, and Equipment (FFE) costs, estimated at approximately \$3,700,000. FFE costs will be administered by RVC, not CDB. The purpose of the PMA trust account is to fund the College's portion of the CLII remodel.

A motion was made by Trustee Nelson, seconded by Trustee Gorski, to approve Board Report 8148. There was no discussion. The motion was approved by unanimous roll call vote.

**9. BR 8149 - Health Sciences Center Addition of a Second Elevator**

The Board Report reads in part: It is recommended that the Board of Trustees approves the addition of a second elevator to be constructed at the north end of the Health Sciences Center.

A motion was made by Trustee Gorski, seconded by Trustee Trojan, to approve Board Report 8149. There was no discussion. The motion was approved by unanimous roll call vote.

**10. BR 8150 - Renovation of Health Sciences Center (HSC) Third Floor**

The Board Report reads in part: It is recommended that the Board of Trustees approves Option 1: Complete renovation of the HSC to add Massage Therapy, Marketing, and Student Space. The cost for RVC would be \$1,900,000.

A motion was made by Trustee Gorski, seconded by Trustee Trojan, to approve Board Report 8149. There was no discussion. The motion was approved by unanimous roll call vote.

## Other Business

### 1. **New Business**

There was no new business.

### 2. **Unfinished Business**

There was no unfinished business.

## Updates / Reports

### 1. **President's Update**

President Spearman provided an update on various activities and events:

- President Spearman, Vice President Smith, and Vice President Stewart presented at the Association of American Community Colleges (AACC) Conference in Louisville, Kentucky. Their presentation was titled “Burning Out or Building Up” which focused on building a positive culture on campus. In addition, Vice Presidents Smith and Stewart co-presented with Deans Joseph Agbeko and Peter Held at the AACC Conference. The title of the presentation was “Building Opportunities for Economic Mobility through the Workforce Equity Initiative.”
- The College received the Northern Illinois Advanced Manufacturing Pathways for Equity and Diversity (AMPED) grant from the Department of Labor. The College will partner with Highland Community College and McHenry County College to enhance sector-based career pathways, address equity gaps within the institutions and communities, connect Northern Illinois residents to good jobs, and improve the capacity of community colleges to support students through the completion of their degree. Senator Tammy Duckworth announced the AMPED grant at the Region 1 Planning Council meeting on Friday, April 12, 2024.
- Congressman Darin LaHood is scheduled to visit the Advanced Technology Center (ATC) on Monday, June 10, 2024.
- The Winnebago County Statement of Economic Interests are due on Wednesday, May 1, 2024.
- The Small Business Development Center (SBDC) has partnered with the Greater Rockford Chamber of Commerce. The membership cost was \$1,500.00. President Spearman called Caitlin Pusateri, president of the Greater Rockford Chamber of Commerce to see if they had a Political Action Committee. Ms. Pusateri explained that they currently do have a Political Action Committee, but it is not active.

### 2. **Leadership Team Updates**

- Vice President Keith Barnes explained that the College's Hispanic student full-time equivalency enrollment increased to 25.3% in 2023. Therefore, the Excelencia in Education and the Hispanic Association of Colleges and Universities listed the College as a Hispanic Serving Institution (HSI) in their March 2024 publications. He also stated that the College's Diversity, Equity, and Inclusion (DEI) office and the Rockford Habitat for Humanity hosted the Housing Justice Symposium on Wednesday, April 10, 2024 in the Physical Education Center (PEC). The symposium brought together the authors of the books, *The Color of Law* by Richard Rothstein and *Just Action* by Leah Rothstein. He congratulated Professor Mathew Oakes for receiving a National Endowment for the Humanities grant for his research project titled “Chronicles of Change: Achieving Stories of Desegregation in the Rockford Public Schools, 1989-2002.” Lastly, he invited the Board of Trustees to the Eagle Awards of Excellence in DEI on Friday, April 26, 2024 at 1:00 p.m. in the Stenstrom Student Center (SSC) Atrium.

- Vice President Patrick Peyer stated that there are currently two Student Trustee nominees. The incoming Student Trustee is selected by the student body and voting will end on Friday, April 26, 2024. He also invited the Board of Trustees to Field Day on Wednesday, April 24, 2024. The event will be held outdoors in front of the SSC. Next, the College's mascot, Arvee, was redesigned and the unveiling event will be on Wednesday, May 1, 2024. Lastly, the Student Life Leadership Awards Banquet will be on Wednesday, May 8, 2024 at 6:00 p.m. in the SSC.
- Vice President Heather Snider provided an enrollment update. The College is ahead by 16% for summer II when compared to this time last year. This puts the College at 72% to budget and the stretch goal. For the fall semester, the College is ahead by 18% when compared to this time last year which is 47% to budget and 45% to the stretch goal. She also stated that several of the College's faculty and staff attended the Higher Learning Commission (HLC) annual conference last week.
- Vice President Dr. Hansen Stewart announced that the Workforce Equity Initiative (WEI) completion ceremony is on Friday, May 31, 2024 at 10:00 a.m. in the Physical Education Center (PEC). In addition, the Running Start Completion Ceremony on Monday, May 6, 2024 at 5:30 p.m. has been canceled due to low student participation.
- Vice President Dr. Amanda Smith invited the Board of Trustees to the annual David H. Caskey Memorial Lecture on Monday, April 29, 2024 at 6:00 p.m. in the PEC.
- Vice President Ellen Olson stated that the Rock Valley College Foundation hosted the Alumni and Retiree Breakfast on Thursday, April 18, 2024.

### 3. **ICCTA Report**

- Trustee Nelson explained that Lobby Day events are scheduled for Wednesday, May 1 and Thursday, May 2, 2024 in Springfield, Illinois.

### 4. **Trustee Comments**

- Trustee Nelson congratulated Trustee Cudia on her service as Board Chair.
- Trustee Simpson looks forward to attending the completion ceremonies in May. She also stated that Student Trustee Nogueta should run for a Trustee position in the future.
- Trustee Trojan stated that in April of 2025, there will be three Trustee seats up for election, and he hopes that everyone runs again. In addition, he attended the RVC Foundation Alumni and Retiree Breakfast on Thursday, April 18, 2024. During the event, multiple presentations were given by the College's staff on student services and how the services offered help remove barriers for students.
- Trustee Gorski stated that the Greater Rockford Chamber of Commerce has a political action committee registered with the state. He does not want someone from the College to be involved with an organization that has a political action committee.
- Trustee Cudia looks forward to attending the completion ceremonies in May. In addition, the Illinois fact sheet created by the Marketing department is a great tool to advertise the College. She stated that Student Trustee Nogueta has done an amazing job as Student Trustee and should run for Trustee in the future.

## 5. **Student Trustee Report**

Student Trustee Nogueta gave an update on different student events:

- The Campus Activities Board (CAB) will host Field Day on Wednesday, April 24, 2024.
- Members of the Alpha Delta Nu Honors Society organized a donation drive to help students obtain everyday necessary items. All of the items collected will be donated to the Rockford Rescue Mission.
- Student Government Association (SGA) attended Lobby Day on Thursday, April 18, 2024 in Springfield, Illinois.
- There was a Solar Eclipse on Thursday, April 8, 2024 and students were able to enjoy the eclipse on campus.
- Student Trustee Nogueta will provide support to the incoming Student Trustee.

## 6. **RVC Foundation Liaison Report**

Trustee Trojan explained that the scholarship application deadline was on April 1, 2024. This year, 326 students were awarded scholarships, a total of over \$606,000. Next year, there will be \$700,000 in scholarships available to students. He also stated that an attendee at the RVC Foundation Alumni and Retiree Breakfast was touched by the various stories and pledged \$14,400 to be paid over a four-year period. The pledge will help about 4-5 students complete their education for one year.

Trustee Cudia also attended the RVC Foundation Alumni and Retiree Breakfast. As a result of the stories shared at the breakfast, she shared that she is setting up the Frank and Gloria Cudia scholarship. The scholarship would help students with emergency needs.

## 7. **Freedom of Information Act (FOIA) Report**

The FOIA report was accepted as presented.

### **Adjourn to Closed Session**

At 6:06 p.m., a motion was made by Trustee Trojan, seconded by Trustee Nelson, to adjourn to closed session to discuss 1) The purchase or lease of real property for the use of the public body per Section 2 (c) 5; and/or 2) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act. The motion was approved by unanimous roll call vote.

### **Reconvene Open Meeting**

At 6:32 p.m., the meeting reconvened to open session.

### **Next Meeting**

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

The next Regular meeting will be held on Tuesday, May 28, 2024, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center on the main campus.

### **Adjourn Final Meeting of the Present Board**

At 6:33 p.m., a motion was made by Trustee Gorski, seconded by Trustee Nelson, to adjourn the meeting. The motion was approved by unanimous roll call vote.

**ROCK VALLEY COLLEGE BOARD OF TRUSTEES**  
**REORGANIZATION MEETING**  
**Immediately Following the Final Meeting of Present Board**  
**April 23, 2024**

**MINUTES**

**Call to Order by Chairperson of Retiring Board**

The Reorganization meeting of the present Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened in the Performing Arts Room (PAR), Room 0214, in the Educational Resource Center (ERC) on the main campus of Rock Valley College on Tuesday, April 23, 2024. The meeting was called to order by Board Chair Gloria Cardenas Cudia at 6:33 p.m.

**Roll Call by Secretary of the Retiring Board**

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

Ms. Gloria Cardenas Cudia	Mr. Bob Trojan
Mr. Paul Gorski	Mr. Richard Kennedy
Ms. Kristen Simpson	Mr. John Nelson
Student Trustee Juan Nogueta	

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

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President of Academic Affairs/Chief Academic Officer; Ms. Ellen Olson, Vice President of Finance/Chief Financial Officer; Dr. Hansen Stewart, Vice President of Career Technical Education and Workforce Development; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Rick Jenks, Vice President of Operations/Chief Operations Officer; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Assistant to the President; Attorney Joseph J. Perkoski, Robbins Schwartz.

**Board Member Attendance by Means Other than Physical Presence**

Trustee Gorski made a motion, seconded by Trustee Nelson, to allow Trustee Soltow to participate in the meeting via teleconference. The motion was approved by unanimous roll call vote.

**Certification of Audit and Board Minutes and Policies by Secretary**

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

**Adjournment of Retiring Board, *sine die***

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

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

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

**Roll Call**

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

Ms. Gloria Cardenas Cudia	Mr. Bob Trojan
Mr. Paul Gorski	Mr. Richard Kennedy
Ms. Kristen Simpson	Mr. John Nelson
Student Trustee Juan Noguera	

The following Trustees were absent at roll call: Ms. Crystal Soltow

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President of Academic Affairs/Chief Academic Officer; Ms. Ellen Olson, Vice President of Finance/Chief Financial Officer; Dr. Hansen Stewart, Vice President of Career Technical Education and Workforce Development; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Rick Jenks, Vice President of Operations/Chief Operations Officer; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Assistant to the President; Attorney Joseph J. Perkoski, Robbins Schwartz.

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

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

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to nominate Mr. Bob Trojan as Board Chair and Ms. Gloria Cardenas Cudia as Vice Chair. There were no other nominations, nor any discussion. The motion was approved by unanimous roll call vote.

Temporary Chairperson Cudia called for nominations for the position of Secretary.

A motion was made by Trustee Gorski, seconded by Trustee Nelson, to nominate Mr. Richard Kennedy as Secretary. There were no other nominations, nor any discussion. The motion was approved by unanimous roll call vote.

**Appointment of Treasurer**

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

**Appointment of Attorney**

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve the appointment of Mr. Joseph J. Perkoski of Robbins Schwartz as the College Attorney. Trustees Nelson and Gorski recommended the College issue a Request for Proposal (RFP) next year for fiduciary reasons. The motion was approved by unanimous roll call vote.

### **Adoption of Policies of the Board**

Trustee Trojan made a motion, seconded by Trustee Kennedy, to adopt the Policies of the Board of Trustees dated April 8, 2014 and individually updated as necessary as part of the Board Policy Manual. Trustee Nelson stated that he will vote no because some of the policies need to be updated and he will be sending the policies to the College Attorney to be reviewed. Trustee Gorski also stated that there are some inconsistencies in the policies and would like to bring them to the Board and the College Attorney's attention. The motion failed by a tied roll call vote. Trustees Kennedy, Trojan, and Cudia voted yes. Trustees Gorski, Nelson, and Simpson voted no. Student Trustee Nogueta voted yes (advisory).

Due to the tied roll call vote for the adoption of the Board Policies, Attorney Perkoski recommended that the College still operates under the current policies until the policies are reviewed and amended.

Attorney Perkoski and Dr. Spearman explained that the Board Policies presented this year were the same policies from last year and individual policies were amended throughout the year, as needed.

Trustee Nelson made a motion, seconded by Trustee Trojan to adopt the prior Board Policies for a period not to exceed 60 days. Trustee Simpson stated that the reason she voted no was because she would like to know what policies need to be reviewed and amended.

The College Attorney explained that to adopt a new policy, the Board can suspend the required two readings to meet the 60-day deadline.

Trustee Nelson made a motion to amend the original motion, seconded by Trustee Trojan to adopt the prior Board Policies for a period not to exceed 90 days. Vice President Peyer clarified that no student services will be affected if the College operates under the current Board policies until they are reviewed and amended. The amended motion was approved by unanimous roll call vote.

The College Attorney explained that if the 90-day deadline is not met, then the Board can vote for an extension.

### **Appointment of Bank Depository(s)**

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve the appointment of Illinois Bank & Trust as the College's primary bank depository. Vice President Olson explained that the College issued a Request For Proposal (RFP) two years ago, and the College interviewed the three banks that responded to the RFP. The College looked at the banks' fees, services, and products and selected Illinois Bank & Trust. Trustee Trojan was a part of the process to select Illinois Bank & Trust as the College's bank. The College currently does not pay any fees due to earnings credits which are based on the deposit balances. In addition, the account with Illinois Bank & Trust is for operating funds and not for certificates of deposit. The College's certificates of deposits are through PMA. The motion was approved by unanimous roll call vote.

### **Appointment of Auditor(s)**

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



**Appointment of Board of Trustees Liaison to RVC Foundation**

Temporary Chairperson Cudia appointed Trustee Trojan to continue as representative to the RVC Foundation. Trustee Trojan accepted the appointment of Board Liaison to the RVC Foundation.

**Appointment of Representative of Finance Topics at Committee of the Whole**

Temporary Chairperson Cudia appointed Trustee Gorski as representative of Finance topics at the Committee of the Whole meetings. Trustee Gorski accepted the appointment of Finance representative for the Committee of the Whole.

**Appointment of Representative of Operations Topics at Committee of the Whole**

Temporary Chairperson Cudia appointed Trustee Kennedy as representative of Operations topics at the Committee of the Whole meetings. Trustee Kennedy accepted the appointment of Operations representative for the Committee of the Whole.

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

Temporary Chairperson Cudia appointed Trustee Simpson as representative of Teaching, Learning and Communications topics at the Committee of the Whole meetings. Trustee Simpson accepted the appointment of Teaching, Learning, and Communications representative for the Committee of the Whole.

**Appointment of Board of Trustees Liaison to ICCTA**

Temporary Chairperson Cudia appointed Trustee Nelson as primary and Trustee Simpson as alternate representatives at the Illinois Community College Trustees Association (ICCTA). Trustees Nelson and Simpson accepted their appointment.

**Setting the Schedule of Regular Meetings for the Next Calendar Year**

A motion was made by Trustee Gorski, seconded by Trustee Trojan, to approve the meeting schedule for the 2024-2025 fiscal year. There was no discussion. The motion was approved by unanimous roll call vote.

**Adjourn**

At 7:06 p.m., a motion was made by Trustee Gorski, seconded by Trustee Nelson to adjourn the Reorganization meeting. The motion was approved by unanimous roll call vote.

Submitted by Betsy Saucedo

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Richard Kennedy, Secretary

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Robert Trojan, Chairperson

## Claims Sheet

**Recommendation:**

It is recommended that the Board of Trustees approves the claims sheets from the Ellucian check register for the period from April 1, 2024 to April 30, 2024.

The total is \$2,124,836.97.

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Howard J. Spearman, Ph.D.  
President

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



**Purchase Report-A - FY2024 Amendments**

**C. Software – (Marketing – Website Services Software Support)**

**Modern Campus** **Camarillo, CA** **\$2,000.00\*(3)**

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

Original approved amount \$30,675.00  
 Increase requested \$ 2,000.00  
 New total expenditure \$32,675.00 Not to Exceed

FY2024 Budgeted Expense  
 Original Board Report BR #8049-E

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

**American Express** **Carson, CA** **\$100,000.00\*(4)**

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

Original approved amount \$900,000.00  
 Increase requested \$100,000.00  
 New total expenditure \$1,000,000.00 Not to Exceed

FY2024 Budgeted Expense  
 Original Board Report BR #8049-F

**Purchase Report-A - FY2024 Amendments**

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

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

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

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

FY2024 Budgeted Expense  
Original Board Report BR #7992-A

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

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

Purchase Report-B - FY2024 Purchases

Recommendation: Board approval for items marked with an asterisk.

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

<b>Axon Enterprises, Inc</b>	<b>Scottsdale, AZ</b>	<b>\$159,641.69*(1)</b>
Utility Associates, Inc.	Decatur, GA	\$ 167,600.00

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

FY2024 Budgeted Expense

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Howard J. Spearman, Ph.D.  
President

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

**Purchase Report-C - FY2025 Purchases**

Recommendation: Board approval for items marked with an asterisk.

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

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

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

FY2025 Budgeted Expense

B. Travel Expenses – (Participant Travel – TRiO and Upward Bound)

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

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

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

*Exemption A: Contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part*

FY2025 Grant Expense

**Purchase Report-C - FY2025 Purchases**

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

<b>TBD</b>	<b>New York, NY</b>	<b>\$25,000.00*(3)</b> <b>Not to Exceed</b>
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3. This expense is for Production A of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensors in New York will be sourced for the production:

- Music Theatre International
- Concord Theatricals
- Theatrical Rights Worldwide
- Broadway Licensing

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

FY2025 Budgeted Expense

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

<b>TBD</b>	<b>New York, NY</b>	<b>\$25,000.00*(4)</b> <b>Not to Exceed</b>
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4. This expense is for Production B of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensors in New York will be sourced for the production:

- Music Theatre International
- Concord Theatricals
- Theatrical Rights Worldwide
- Broadway Licensing

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

FY2025 Budgeted Expense



**Purchase Report-C - FY2025 Purchases**

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

<b>TBD</b>	<b>New York, NY</b>	<b>\$25,000.00*(5)</b> <b>Not to Exceed</b>
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5. This expense is for Production C of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensors in New York will be sourced for the production:

- Music Theatre International
- Concord Theatricals
- Theatrical Rights Worldwide
- Broadway Licensing

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

FY2025 Budgeted Expense

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

<b>TBD</b>	<b>New York, NY</b>	<b>\$25,000.00*(6)</b> <b>Not to Exceed</b>
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6. This expense is for Production D of the summer 2025 season of Starlight Theatre. The four shows of the season are still being determined. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensors in New York will be sourced for the production:

- Music Theatre International
- Concord Theatricals
- Theatrical Rights Worldwide
- Broadway Licensing

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

FY2025 Budgeted Expense

**Purchase Report-C - FY2025 Purchases**

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

<b>TBD</b>	<b>New York, NY</b>	<b>\$12,000.00*(7)</b> <b>Not to Exceed</b>
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7. This expense is for the StarBright show of the summer 2025 season of Starlight Theatre. This show is still being determined and will be the second annual StarBright performance managed by performers aged 8 to 18. The contract agreements will cover the licensing, royalties, materials, and fees for all performances. One of the following licensors in New York will be sourced for the production:

Music Theatre International  
Concord Theatricals  
Theatrical Rights Worldwide  
Broadway Licensing

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

FY2025 Budgeted Expense

**Purchase Report-C - FY2025 Purchases**

H. Maintenance Software Fees – (Education Fund – IT Administration, Maintenance Services Software Support)

**Ellucian** **Malvern, PA** **(8)**

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

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

FY24 Budgeted Expense

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

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

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

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

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

Program goals under the HCCTP include:

1. Provide construction industry trade and life-skills training to selected trainees.
2. Provide a stipend at an hourly rate to support trainees.
3. Provide safety equipment, safety wear, and basic hand tools for the selected trainees during the training program and upon acceptance into an apprenticeship or other highway construction-related position following the completion of the training program.
4. Assist and place members of the under-represented population into IL construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.

It is anticipated that there will be 24 trainees participating in the program for this fiscal year. Under the Agreement, IDOT will compensate Rock Valley College at a not-to-exceed amount of \$390,419 to administer the HCCTP.

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

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Howard J. Spearman, Ph.D.  
President

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

Attachments: RVC 2025 Intergovernmental Agreement; Attachment A; Attachment B; Attachment C



**Intergovernmental Agreement**

Print Form

Reset Form

Governmental Body Name	Agreement Number		
Rock Valley College			

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

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

Phone	Unique Entity Identifier (UEI)	FEIN/TIN	DUNS
		362557781	

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
\$390,419.00 (not to exceed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/24	Expiration Date 06/30/25

**REQUIRED SIGNATURES**

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

**FOR THE GOVERNMENTAL BODY:**

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

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

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

**FOR THE DEPARTMENT:**

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

Omer Osman, P.E., Secretary of Transportation	Date
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Delegate Name
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Printed Name
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Printed Title
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Signature	Date
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Vicki Wilson, Chief Fiscal Officer	Date
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Michael S. Prater, Acting Chief Counsel	Date
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(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR**

**THE 2024 - 2025 IDOT HIGHWAY CONSTRUCTION CAREERS TRAINING PROGRAM**

This Agreement is by and between

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

Rock Valley College  
3301 North Mulford Road  
Rockford, IL 61114

Attention

Yvonne Busker

Email

y.busker@rockvalleycollege.edu

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

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

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/24 and will expire 06/30/25
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may be renewed upon written agreements by the parties.



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

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

### Part 3

## FEDERALLY FUNDED AGREEMENTS

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

**B. Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

3. GOVERNMENTAL BODY understands that:

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

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

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

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

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

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

**CHOOSE ONE THAT IS APPLICABLE**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**PART 4**  
**SPECIFIC PROVISIONS**

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

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

Illinois Department of Transportation

Attention

Brandy Phillips, Director, OBWD

Address

2300 South Dirksen Parkway, Room 319

City

State

Zip Code

Springfield

IL

62764

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

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

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

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

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

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

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

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

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

NAME OF GOVERNMENTAL BODY: Rock Valley College

Taxpayer Identification Number: 362557781

Legal Status (check one):

Tax-exempt     Government     Other

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

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

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

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

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

See Attachment A.

**PART 6  
COMPENSATION FOR SERVICES**

Funding

Rock Valley College	\$390,419.00	
Subtotal	\$390,419.00	
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL	\$390,419.00	

Funding Breakdown

See Attachment B.
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Budget

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**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official



**PART 8  
AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number\*, Federal Agency, Program Title

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

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

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

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

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

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

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

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

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

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

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

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](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>
<input type="text"/>	<input type="text"/>
<b>Title</b>	
<input type="text"/>	

**Subrecipient Contact Information**

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

# ATTACHMENT A

## PART 5

### SCOPE OF SERVICE/RESPONSIBILITIES

#### HISTORY & NARRATIVE

The GOVERNMENTAL BODY in coordination with the DEPARTMENT shall administer the Highway Construction Careers Training Program (HCCTP), teaching highway construction industry 'trade and life' skills to selected trainees who reflect the characteristics of the under-represented population of the Federal Highway Administration On-The-Job Training (OJT) Program. The Program will take place at 11 (eleven) community colleges within the state of Illinois which includes college approved work-site locations.

The DEPARTMENT signed an Intergovernmental Agreement with the Illinois Community College Board on November 9, 2009, to oversee IDOT's Highway Construction Careers Training Program (HCCTP). During the first year of the program, HCCTP's were established at eight community colleges throughout IDOT's Highway Districts 1 through 7 and 9. Effective July 1, 2011, IDOT added two additional colleges in District 8. Effective August 28, 2013, IDOT added one additional college in each IDOT District, 1 and 2. Effective July 1, 2017, IDOT transitioned to individual IGAs with each HCCTP college. Effective July 1, 2023, the HCCTP is now comprised of (11) eleven community college training programs and is established in IDOT Districts 1-9.

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

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

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

#### PURPOSE STATEMENT

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

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

## **PROGRAM GOALS**

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

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

## **RESULTS-ORIENTED OBJECTIVES & ACTION PLAN**

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

### **Goal #1**

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

### **Objective Elements**

1. **Services:** Highway construction industry trade and life skills training
2. **Measurable Achievement:** At least 90 percent (22) of the 24 trainees of the under-represented population will complete the HCCTP.
3. **Projected Completion Date: June 30, 2025**

## Goal #2

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

### Objective Elements

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

## Goal #3

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

### Objective Elements

1. **Services:** Safety wear, footwear, tools and/or safety equipment
2. **Measurable Achievement:** Selected trainees will be provided safety equipment, safety wear, footwear and basic hand tools during the training program as necessary and, upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, selected trainees will be provided tools, and/or safety equipment, as necessary, for their new position as needed.
3. **Projected Completion Date: June 30, 2025**

## Goal #4

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

### Objective Elements

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

**3. Projected Completion Date: June 30, 2025**

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

**Goal #1**

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

**Trainee Selection and Training Process:**

**Timeline:**

<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, 2024 – June 30, 2025
Review applications, conduct trainee interviews, select program participants and conduct drug screening tests. Develop curriculum and/or make curriculum changes.	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025
Enroll selected participants/trainees that meet program requirements and are committed to completing the DEPARTMENT's training program.	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025
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, 2024 – June 30, 2025
Provide counseling services for assistance in classroom or work-related problems.	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025
Provide monitoring on a daily basis and offer remediation in any problem area(s).	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025

Emphasize life-long learning and provide opportunities for further education.	HCCTP community college staff located in each district	July 1, 2024 – June 30, 2025
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**Goal #2**

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

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

**Goal #3**

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

**Timeline for Activities:**

<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, 2024 – June 30, 2025
Upon acceptance into an apprenticeship or other highway construction-related position, provide trainees with tools and/or safety equipment as necessary for their new position.	HCCTP community college staff located in each district	July 1, 2023 – June 30, 2025



**Goal #4**

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

**Timeline for Activities:**

Administrative Activities	Person Responsible	Date
Contact each district's unions, contractors and interested individuals.	HCCTP staff, HCCTP community college staff located in each District	July 1, 2024 – June 30, 2025
Coordinate meetings between the various groups in each district to discuss the aspects of the district training programs and reach consensus on district workforce advisory committees.	HCCTP Staff, HCCTP community college staff located in each District	July 1, 2024 – June 30, 2025
Assist the DEPARTMENT's contractors to obtain qualified minorities, women and disadvantaged individuals as needed from the District training programs to allow for their adequate utilization in the contractors' workforces.	HCCTP Staff, HCCTP community college staff located in each District, and IDOT District CCO Officers	July 1, 2024 – June 30, 2025
Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.	HCCTP Staff, HCCTP community college staff located in each District, DEPARTMENT District CCO Officers, and workforce advisory committee	July 1, 2024 – June 30, 2025
Collect data about HCCTP graduates and report such information to IDOT for sharing with Illinois Works, Department of Commerce and Economic Opportunity and any other State of Illinois agency engaged in developing training and employment opportunities on public works projects and/or contractors or subcontractors entering into a contract to construct public works.	HCCTP Staff, HCCTP community college staff located in each District	July 1, 2024- June 30, 2025
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, 2024 – June 30, 2025

## **DELIVERABLES:**

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

### **EVALUATION AND MONITORING PLAN**

#### **Program Objective #1**

Provide basic and intermediate highway construction industry trade and life skills training to minorities, women and disadvantaged individuals with a goal of 90 percent (22) of the 24 trainees graduating by **June 30, 2025**.

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

#### **Program Objective #2**

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

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

#### **Program Objective #3**

Provide safety equipment, and basic tools and as off-site training requires, appropriate safety wear and footwear to selected trainees as needed, and as necessary, tools and/or safety equipment to selected trainees that are accepted into an apprenticeship or other highway construction-related position during or following the completion of the training program by **June 30, 2025**.

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

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

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

- A. **Evidence that will demonstrate achievement of Objective #4:** TPG (Trainee Program Graduate) data and certificate number reporting, documentation evidencing employment. TPG (Trainee Program Graduate) Special Provision, placements or placement assistance to trainees (letters/emails/faxes of placements, referrals, union membership, contractor inquiries) submitted by the district community colleges, DEPARTMENT's CCO Officers, workforce advisory committee participants, and the DEPARTMENT's OJT/SS program director and staff.
- B. **Evaluative information that will be collected:** The above information will be compiled 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. A report of graduate information, including certificate numbers, will be completed after each graduation.
- C. **Person(s) responsible for collection of information:** HCCTP Community Colleges

#### **PROGRAM ADMINISTRATION**

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

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

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

improve employability in Illinois' highway construction industry. The DEPARTMENT's USDOT Federal Highway Administration On-the-Job Training Supportive Services Statement of Work is incorporated by reference and made a part of this Intergovernmental Agreement.

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

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

- A.** Be responsible for primary contact and communication with Illinois highway construction contractors, trade unions, workforce advisory groups and the coordination of activities of its subcontractors.
  - B.** Together with the DEPARTMENT, GOVERNMENTAL BODY shall seek the counsel and advice of Illinois highway construction contractors, trade unions and workforce advisory groups as appropriate;
  - C.** Through Illinois community colleges, provide financial support at \$15.00/hour to each trainee for up to 450 hours of training to assist trainees with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses.\* Reimbursement will be disallowed for expenses incurred beyond 450 hours without prior written approval from the Department. A tool/safety clothing/boots allowance will be provided as outlined in the Compensation for Services. Invoices for tools purchased as "take away" for trainees must include individual trainee names and must not exceed \$350 per trainee. Invoices for tools purchased for the program to utilize for multiple training sessions must be debited from the subcontractor line item. Only safety clothing in compliance with OSHA PPE guidelines will be considered for reimbursement by the Department, and to the extent approved, must be debited from the subcontractor line item. Invoices for boots purchased as "take away" for trainees must include individual trainee names, and to the extent approved, must be debited from the subcontractor line item.
- \*Reimbursement for a training program participant's travel to and from the training program shall not be allowed, i.e.; bus passes, commuter rail, or other transportation modes.
- D.** Provide Coordinators for the delivery of trainee support throughout the life of the HCCTP; and
  - E.** Provide a HCCTP progress report on a quarterly basis to the DEPARTMENT no later than the 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. Training Curriculum:**

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

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

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

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

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

### **3. Conduct Training Sessions:**

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

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

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

c. Create and maintain a trainee report for each trainee that starts a training session;

d. Train **24** applicants on a yearly statewide basis;

e. Provide completion certificates to the successful HCCTP graduates;

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

f. Achieve a goal of at least 90 percent (22 of 24 trainees) of the target population successfully completing the training program.

#### **4. Facilitate Placements:**

a. Place 30 percent (7 of 24 trainees) of the target population with the DEPARTMENT's highway construction contractors or into Illinois highway construction trade unions and/or apprenticeship programs within one year from the start of the training sessions; and

b. Provide job placement assistance for each HCCTP trainee for one year following successful completion of his/her training session.

#### **5. Data Entry:**

Maintain current HCCTP data as required by the DEPARTMENT and enter, no later than the 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.

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

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

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

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

#### **7. Coordinate Industry Involvement:**

The DEPARTMENT and the GOVERNMENTAL BODY agree that individuals from the highway construction industry should interact with HCCTP trainees and serve as guest lecturers, mentors, recruiters, and advisors. The review of trainee resumes, providing mock interviews and accompanying trainees to highway construction work sites are other examples of assistance which the DEPARTMENT and the GOVERNMENTAL BODY may wish to consider. In addition, the GOVERNMENTAL BODY will maintain an open and 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. The GOVERNMENTAL BODY is not obligated to deliver services should IDOT funding not be provided.
- b. The funds provided by the DEPARTMENT for the HCCTP will be subject to audit and an annual end-of-year fiscal report will be provided by the GOVERNMENTAL BODY. The status of the expenses may be requested at any time by the DEPARTMENT.
- c. The DEPARTMENT and the GOVERNMENTAL BODY further agree that the GOVERNMENTAL BODY is responsible for ensuring funds are spent in compliance with restrictions and guidelines of the DEPARTMENT. All funds must be spent in accordance with established Policies and Procedures in the GOVERNMENTAL BODY's state fiscal compliance rules. Such Policies and Procedures will include, but are not 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.

## **9. Miscellaneous Provisions:**

- A. All HCCTP trainees will have access to an established and Board-approved Grievance Procedure. This procedure will provide structure to address grievances which involve academic matters, administrative matters, or discrimination. Grievances, other than those involving discrimination charges, will be handled through the established chain of authority. Grievances involving discrimination because of race, color, creed, sex, disability, religion, natural orientation, sexual preference or age should be made to the GOVERNMENTAL BODY and the appropriate Illinois community college affirmative action officer. Specific GOVERNMENTAL BODY processes will exist in conformance with state and federal statutes governing such cases. The complete grievance procedure is included in both the current year's Student Handbook and the current year's College Catalog.

Trainee Rights and Conduct: All HCCTP trainees are subject to the trainee rights and responsibilities as detailed in the current year's College Catalogs and Conduct brochure and the current year's Student Handbook.

- B. The GOVERNMENTAL BODY shall obtain from all trainees (a) a signed authorization containing the language below, and (b) the trainee's name, address, county of residence, phone number, and email address.

I \_\_\_\_\_ hereby authorize, under the guidelines of the Family Educational Rights and Privacy Act of 1974 (FERPA), \_\_\_\_\_ [college] to release or disclose to the Illinois Department of Transportation, to be shared with Illinois Works, Department of Commerce and Economic Opportunity and any other State of Illinois agency engaged in developing training and employment opportunities on public works projects and/or contractors or subcontractors entering into a contract to construct public works, the following personally identifiable information for the purpose of promoting, hiring and employment of HCCTP graduates on public works projects and compliance with the requirements of the Illinois Works Jobs Program Act, 30 ILCS 559-20-20(h):

Name  
Address  
County of Residence  
Phone Number  
Email Address  
Graduation certificate number (established upon successful completion of the program)  
Graduate indicated construction and building trade preferences

- C. 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 DEPARTMENT will utilize ATTACHMENT C to evaluate the GOVERNMENTAL BODY as it relates to the goals, objectives, deliverables, and overall program administration as outlined and defined in ATTACHMENT A.

F. The GOVERNMENTAL BODY will:

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

# ATTACHMENT B

## PART 6

### COMPENSATION FOR SERVICES

#### Rock Valley College

<b>Subcontracting Costs*</b>	Costs Associated With Workforce Programs (College Coordinator, Instructor Training, Equipment Purchase, Travel, etc.).	\$217,859.00	<b>*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>
<b>Supplies</b>	Trainee Tools	\$8,400.00	
<b>Financial Assistance</b>	Training Session Financial Assistance	\$162,000.00	
<b>Other/Drug and Alcohol Screening</b>	Initial and Random Screenings for All Participants.	\$2,160.00	
	<b>Total</b>	<b>\$390,419.00</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 GOVERNMENT BODY will ensure that a request to purchase any equipment valued over \$100 by community colleges must be submitted to the DEPARTMENT for approval (See Section O. Equipment). Inventory of equipment, materials and other property purchased with a value of \$100 or more be certified by each community college coordinator and submitted to the DEPARTMENT along with the quarterly college reimbursement requests and college quarterly reports. The DEPARTMENT reserves the right to periodically reconcile inventory list with actuals. At termination of this agreement or any sub-agreement entered into pursuant to this agreement, any such inventoried property shall either be returned to the DEPARTMENT or the fair market value of said property shall be remitted to the DEPARTMENT as payment for the property. All subcontractors (i.e., Illinois community colleges) will seek approval for all equipment purchases from the program staff at the GOVERNMENTAL BODY. For any single item equipment purchase that exceeds \$100, the GOVERNMENTAL BODY will seek approval from the DEPARTMENT prior to approving the purchase by the subcontractor.

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

**Training Financial Assistance:**

Student Financial Assistance:

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

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

\$6,750.00 x NUMBER OF ACTUAL TRAINEES

**Tools**

\$350.00 per trainee X NUMBER OF ACTUAL TRAINEES

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

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

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

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

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

1. All expenses incurred and/or services rendered are reimbursable only to the extent necessary and reasonable in

accordance with the Scope of Services of this AGREEMENT; Line item budgeted amounts may not be transferred, and line item total caps may not be exceeded without prior written approval of the Department.

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

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

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

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

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



## ATTACHMENT C

### Activities, Measures and Performance

#### HCCTP Training Partners

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

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



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

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

**Personnel Report**

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

**A. Appointments**

Terrica Huntley, Interim Vice President of Human Resources, Full-Time, ADM, Grade V, \$120,000, effective June 1, 2024.

Luevinus Muhammad, Interim Dean of Student Services, Full-Time, ADM, Grade S, \$86,280, effective June 1, 2024.

**B. Departures**

Krista Benassi, Biology Professor, Full-Time Faculty, resigning effective August 6, 2024.

Elizabeth Pearl Kinney, Chemistry Professor, Full-Time Faculty, resigning effective May 19, 2024.

Theresa James, Director of Environmental Health and Safety, Full-Time, ADM, resigning effective June 28, 2024.

Della Whitworth, Nursing Instructor, Full-Time Faculty, resigning effective August 9, 2024.

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

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

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President

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

**Rock Valley College Board of Trustees**  
**Freedom of Information Act Report**  
**April 15 - May 15, 2024**

Date Received	FOIA#	Requestor	Request	Response Date
5/6/2024	2024-34	Justin Cunningham, Zip Buffalo	Requesting: most recent RFP documentation, contract and purchase order for your student information system vendor and student housing software vendor.	completed 5/10/2024
5/14/2024	2024-35	Diane Lauten	The request is asking for the following records: <ul style="list-style-type: none"> <li>· Lease and Maintenance / Service contract(s) (with all terms and conditions) pertaining to all copier and printer equipment used by Rock Valley College (date it was signed, list of equipment, and term of lease)</li> <li>· Contract(s) pertaining to any Managed Print Services program used by Rock Valley College - Current Lease/Service invoices, relating to items above from the past six months.</li> </ul>	completed 5/15/2024
5/15/2024	20234-36	Doc Mirino, Net Gain Marketing	Record requested: National Credit Management contract	completed 5/15/2024