

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

**Regular Meeting
5:15 p.m.
July 27, 2021**

AGENDA

A. Call to Order

B. Roll Call

C. Communications and Petitions (Public Comment)

D. Recognition of Visitors

E. Adjourn to Closed Session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5) in accordance with the Illinois Open Meetings Act.

F. Reconvene Open Session

G. General Presentations

H. Approval of Minutes

1. June 14, 2021 Committee of the Whole meeting
2. June 22, 2021 Regular Board meeting
3. June 26, 2021 Special Board meeting

I. Action Items

1. Approve Claims Sheet #788 (BR 7821) (Check Register-June 2021)
2. Approve Purchase Report #765
 - a. Purchase Report #765-A – FY22 Purchases (BR 7822-A)
 - b. Purchase Report #765-B – FY22 Advanced Technology Center Change Orders (BR 7822-B)
 - c. Purchase Report #765-C – FY22 Emergency Purchase (BR 7822-C)
3. Approve Personnel Report #748 (BR 7823)
4. Approve Dual Credit Memorandum of Understanding – Boylan Catholic High School (BR 7824)
5. Approve Dual Credit Memorandum of Understanding – Oregon CUSD #220 (BR 7825)
6. Approve Dual Credit Memorandum of Understanding – South Beloit CUSD #320 (BR 7826)
7. Approve Linking Talent with Opportunity Memorandum of Understanding – Belvidere District #100 (BR 7827)
8. Approve Linking Talent with Opportunity Memorandum of Understanding – Byron CUSD #226 (BR 7828)
9. Approve Linking Talent with Opportunity Memorandum of Understanding – Meridian CUSD #223 (BR 7829)
10. Approve Linking Talent with Opportunity Memorandum of Understanding – Winnebago CUSD #323 (BR 7830)
11. Approve Running Start Intergovernmental Agreement – Durand CUSD #322 (BR 7831)
12. Approve City of Belvidere Intergovernmental Agreement (Police) (BR 7832)
13. Approve Sublease Agreement with The Workforce Connection (BR 7833)
14. Approve Subaward Agreement with Goodwill of Northern Illinois (Youth) (BR 7834)

15. Approve Subaward Agreement with Goodwill of Northern Illinois (One-Stop) (BR 7835)
16. Approve Bowling as a College Funded Athletic Program (BR 7836)
17. Approve Addition of Golf as an Official NJCAA Intercollegiate Sport (BR 7837)
18. Approve Membership in NJCAA Division II Athletics (BR 7838)
19. Approve Revised Board Meeting Schedule (BR 7839)
20. Approve Donation to Women's Suffrage Centennial 2020 Project (BR 7840)
21. Approve Closed Session Minutes Through June 2021 (BR 7841)

J. Other Business

1. New Business
2. Unfinished Business

K. Updates / Reports

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

L. Adjourn to Closed Session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5) in accordance with the Illinois Open Meetings Act.

M. Reconvene Open Session

N. Date of Next Regular Meeting: August 24, 2021. 5:15 p.m., Educational Resource Center, Room 0214, known as the Performing Arts Room, on the main campus.

O. Adjourn

Jarid Funderburg, Board Chair

**Rock Valley College
Community College District No. 511
3301 N. Mulford Road, Rockford, IL 61114
COMMITTEE OF THE WHOLE MEETING
6:30 p.m. Monday, June 14, 2021**

MINUTES

On May 28, 2021, Governor Pritzker issued the seventeenth Gubernatorial Disaster Proclamation for all counties in Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Therefore, under Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.

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

Access to the Regular Board of Trustees Committee of the Whole meeting is provided via teleconference online <https://rockvalleycollege-edu.zoom.us/j/99964858990?pwd=WjZETmQ0ZGk5VldRWmZRbzFhdTkzdz09> or by phone at 312-626-6799 using Meeting ID: 999 6485 8990, Password: 320709. The meeting will include an opportunity for public comment. Any public member who wants to make a public comment can submit their public comment via email to RVC-BoardPC@rockvalleycollege.edu by 4:30 p.m. on June 14, 2021. Public comments submitted via email will be announced during the public comment portion of the meeting.

Call to Order

The Committee of the Whole meeting, held virtually via videoconference, was called to order at 6:31 p.m. by Chairperson Jarid Funderburg.

Roll Call

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

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

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

Also Present: Dr. Howard Spearman, President; Mr. Ron Geary, Vice President of Academic Affairs and Campus Safety/Chief Academic Officer; Mr. Jim Handley, Vice President of Human Resources; Mr. Chris Lewis, Vice President of Workforce Development; Ms. Tiana McCall, Associate Vice President of Community Outreach & Strategic Partnerships; Dr. Patrick Peyer, Vice President of Student Affairs; Dr. Amanda Smith, Associate Vice President of Liberal Arts & Adult Education; Ms. Gina Caronna, Associate Vice President of Science, Technology, Engineering, & Math (STEM); Ms. Ellen Olson, Executive Director of Finance /Interim Chief Financial Officer; Dr. Lisa Mehlig, Executive Director of Outcomes Assessment/Higher Learning Commission Liaison; Ms. Heather

Snider, Vice President of Institutional Effectiveness & Communications; Mr. Rick Jenks, Chief of Police; Ms. Ann Kerwitz, Assistant to the President; Ms. Kris Fuchs, Assistant to the President; Attorney Joe Perkoski, Robbins Schwartz; Professor Paulette Gilbert; Ms. Barbara Simon, Chair of the Steering Committee for Women's Suffrage Centennial Project 2020

Communications and Petitions

There were no public comments.

Recognition of Visitors

There were no visitors to be recognized.

Review of Minutes

There were no comments on the minutes from the May 10, 2021 Committee of the Whole meeting.

General Presentations

Dr. Howard Spearman, president, introduced Professor Paulette Gilbert and Ms. Barbara Simon, chair of the steering committee for Women's Suffrage Centennial Project 2020 (WSC2020). Ms. Simon explained that the WSC2020 committee is a coalition of civic and women's advocacy organizations. WSC2020 planned a yearlong calendar of educational programs and artistic events related to suffrage and voting rights. The Committee is comprised of representatives from 14 northern Illinois organizations. After realizing that Rockford had no monuments to women of the city, they decided to begin a project of a sculpture that would honor women of the region. The central structure was installed and dedicated October 31, 2020, just south of the Log Lodge near the YMCA. The installation of six mosaic benches surrounding the central tower will take place in summer 2021. WSC2020 is looking to raise \$120,000 by selling tiles to be displayed on the sides of the benches. As of March 31, 2021, WSC2020 has raised \$87,290. WSC2020 needs a balance of \$32,110.

WSC2020 asked Rock Valley College (RVC) to donate \$5,000, which would be disbursed as \$2,500 for a recognition tile to be placed on a bench and \$2,500 for an endowment contribution.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia

1. Enrollment Update

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the enrollment update. RVC's fiscal year 2022 enrollment for summer II and fall terms reflect data that was pulled last week when we were down about seven percent in the credit hours for summer II and approximately flat for fall; RVC is still taking enrollments for fall. Today, June 14, 2021, was the first day of summer II; the enrollment numbers as of today are somewhat similar for summer II and fall.

Trustee Trojan wanted to know the cut-off for the fall enrollment. Ms. Snider stated classes start mid-August; there will be a lot of push happening this summer with exploring events and enrollment initiatives. Trustee Trojan is hopeful that with two months to go that enrollment will go up.

Ms. Snider provided a follow-up to the May 12, 2021, Committee of the Whole discussion on the various programs that RVC invested in over the last few years and specifically the Trustee's request for additional information regarding the engineering program, the nursing program, and RVC downtown.

The Engineering Program: Ms. Snider shared that enrollment numbers have grown by 44% since opening the renovated Woodward Technology Center (WTC) and partnering with Northern Illinois University (NIU) for the NIU at RVC Engineering program.

Completion of courses for the Associate in Engineering Science (AES) has increased by 42%. Since the fiscal year 2017, 89 students have earned their Associate in Engineering Science Degree; 57 of those students have transferred to NIU; Ten percent have transferred to other four-year institutions. Twenty-seven (27) Associate in Engineering Science completers have gone on to earn bachelor's degrees; one has earned a master's degree; 26 of those bachelor's degrees and the master's degree was earned from NIU.

Trustee Trojan would like Ms. Snider to pass on this latest information to the foundation since they spearheaded the NIU at RVC Engineering partnership. Trustee Trojan thinks they would be most pleased with the results.

Nursing Programs: Associate Degrees in Nursing (ADN) enrollment has grown approximately five percent since the opening of the Health Sciences Center (HSC). RVC had 196 students transfer from RVC to OSF St. Anthony College of Nursing from 2017 to 2019. What RVC is seeing is students are transferring with an Associate's Degree in Science rather than the Associate's Degree in Nursing, or simply by earning some general education credits. In addition, RVC has had students transfer to other four-year institutions to complete their Bachelor in Science of Nursing (BSN).

RVC Downtown: With the RVC downtown data, it was asked why the decline in enrollment and what might be causing the decline. Ms. Snider checked some course offering factors and time of day factors and did not see any clear patterns. Ms. Snider added that RVC Downtown has had three locations. The original location, in Stuart Square opened in August of 2010. Due to a significant increase in the lease cost, RVC Downtown moved to 303 North Main Street in 2014 through 2015. The temporary location at 303 North Main Street was much smaller than the Stewart Square location, so RVC had to collapse the schedule and offer fewer classes, which reflects some of the decline. When RVC relocated into the Rockford Register Star building, the goal was to build that enrollment again by looking into what classes students might like and working with the community to offer internship opportunities at local businesses.

Trustee Trojan asked Ms. Snider if she has made the downtown information available to some of the downtown leaders. Ms. Snider said she has not personally had conversations with downtown leaders.

Trustee Nelson commented that from the very beginning, he has been against RVC being at the Rockford Register Star building. Trustee Nelson feels it is not a viable place for RVC to recruit students because of its lack of parking and the difficulty of getting through that part of the downtown area.

No further questions were asked, and the Trustees thanked Ms. Snider for her updates.

2. Strategic Enrollment Management Plan 4.0

Dr. Patrick Peyer, vice president of student affairs, presented the Strategic Plan timeline overview of RVC's strategic enrollment process. Fourteen (14) people make up the steering committee, all of whom reviewed and analyzed data to make recommendations.

Trustee Trojan asked if Dr. Peyer considered having outside community members on the committee besides Rock Valley College. Dr. Peyer said he would look into that request.

The steering committee for the Strategic Enrollment Management Plan determined specific goals, the first of which is access. This refers to how educational institutions and policies ensure or at least strive to ensure that students have equal and equitable opportunities to take full advantage of their education. Dr. Peyer explained the access initiatives and access action items.

The second goal is success, which is how well students are prepared to accomplish their current and future academic, personal, and professional goals by developing knowledge, a sense of responsibility and self-reliance, and connecting to the college and the wider community. Dr. Peyer explained the three success initiatives and the success action items.

The Access action and Success action committee meetings will kick-off in July. The Access Action Committee will meet monthly to track, monitor, and move items toward completion. The Success Action Committee will also meet monthly to track, monitor, and move items toward completion.

Trustee Trojan thought it would be a good idea to bring CEANCI into the Steering Committee. CEANCI coordinates with all of the high schools in the area, which would be an excellent first step to get them involved. Also, individual superintendents from area high schools would be good partners. Trustee Trojan made comment that for future presentations he would like to see the goals first followed by committee information showing who is helping to work on the steering committee.

Trustee Cudia inquired about when the next update would be presented, and Dr. Peyer stated he would discuss that with Dr. Spearman.

3. Early College IGA Renewals Update

Mr. Ron Geary, vice president of academic affairs and campus safety / chief academic officer, presented an update on the Intergovernmental Agreement renewals for the Early College program. Mr. Geary presented a list of what Intergovernmental Agreements will be coming in during the next couple of months. Mr. Geary explained that his department had the agreements out to the schools in May; however, the contracts need to be presented to the high school boards, signed, and returned to RVC before being presented to the Board for approval.

Trustees would like a report of the number of students that have participated in the different programs over the last three years of participation and enrollment trends on the report. Mr. Geary believed that report had been presented in the fall but would check into it. Trustee Kearney wanted to know why not all schools were represented in the renewal update. Mr. Geary explained that RVC was getting all high schools on the same cycle for the Linking Talent with Opportunity, Dual Credit, Running Start, and Senior Semester programs.

Finance Discussion: Board Liaison Trustee Soltow

1. Purchase Reports

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

Purchase Report #763 A – FY21 Purchases:

A. Repairs and Cleanup - (Maintenance Services Plan Operations/Equipment: Emergency)			
1.	East Moline Sheet Metal Co.	Moline, IL	\$ 18,900.00 (1)*
B. Software Maintenance – (Instructional Supplies General: Physical Sciences)			
2.	Vernier Software and Technology	Beaverton, OR	\$ 12,816.00 (2)*
C. Software – (PPE Supplies: General Institutional Expenses)			
3.	Comevo	San Luis Obispo, CA	\$ 19,000.00 (3)*
D. Software – Instructional Service Contracts: GEER Grant)			
4.	Valsoft SARS, Inc.	San Rafael, CA	\$ 13,750.00 (4)*
E. Maintenance – (LED Lighting for Buildings)			
5.	To Be Determined		\$ x.xx (5)*
F. Maintenance – (LED Lighting for Buildings)			
6.	To Be Determined		\$ x.xx (6)*

Trustee Nelson asked if items E and F were union contractors who responded to the bids, and Ms. Olson was unsure as she had not seen the proposals. Trustee Nelson stated he would vote no if they were not union contractors. Trustee Gorski wanted to know why items E and F were bid out separately. Ms. Janet Taylor, executive director of plant operation, and maintenance (POM), responded that the Performing Arts

Room (PAR) requires special theatre lighting, and a theatre vendor was needed to provide the proper LED lighting for the spotlights.

Purchase Report #763 B – FY22 Site Rental:

- A. Rental of Office and Classroom Space – (Restricted Purposes Funds – IETC Rental Fund, Rental – Facilities)
 - 1. The Workforce Connection Rockford, IL \$ 272,000.00 (1)*
- B. Rental – (Education Fund – Learning Opportunity Center/Transitional Opportunity and Education/Adult Education Center Office, Rental – Facilities)
 - 2. Rockford Register Star Rockford, IL \$ 140,000.00 (2)*
- C. Rental – (Education Fund – Aviation Maintenance Technology Rental Facilities)
 - 3. Greater Rockford Airport Authority Rockford, IL \$ 11,500.00 (3)*

Item A: Trustee Nelson wanted to know what fund item A would be paid out of. Ms. Olson stated item A is paid with grant funds.

Item B: Discussion ensued regarding item B. Dr. Spearman stated the college was looking into the Rockford Register Star lease and would provide more information at the July 2021 Committee of the Whole meeting.

There were no further questions.

Purchase Report #763 C – FY22 Licensing/Software Renewals:

- A. Maintenance – (Education Fund, IT-Administration, Maintenance Services IT Equipment)
 - 1. Hyland, LLC Lenexa, KS \$ 33,000.00 (1)*
- B. Maintenance – (Education Fund, IT-Administration, Maintenance Services Software Support)
 - 2. Logicalis Lisle, IL \$ 20,000.00 (2)*
- C. Maintenance – (Education Fund, IT-Administration, Maintenance Services Software Support)
 - 3. CDW-G Chicago, IL \$ 32,000.00 (3)*
- D. Maintenance – (Education Fund, IT-Administration, Maintenance Services Software Support)
 - 4. CDW-G Chicago, IL \$ 62,000.00 (4)*
- E. Maintenance – (Education Fund, IT-Administration, Maintenance Services Software Support)
 - 5. CDW-G Chicago, IL \$ 20,000.00 (5)*
- F. Software – (Trust and Agency Fund – Org Sync, Other Contractual Services)
 - 6. Campus Labs Leawood, KS \$ 13,000.00 (6)*
- G. Maintenance – (Education Fund, Academy for Teaching and Learning Excellence, Maintenance Services Software Support)
 - 7. Instructure, Inc. Sandy, UT \$ 131,000.00 (7)*
- H. Software – (Maintenance Services Software Support: Instructional)

8.	Ad Astra	Overland Park, KS	\$ 100,000.00 (8)*
I. Software Maintenance – (Operations and Maintenance Fund, POM Administration, Administrative Software)			
9.	Dude Solutions	Cary, NC	\$ 17,000.00 (9)*
J. Software – (Other Contractual Services: Institutional Research and Planning)			
10.	Qualtrics, LLC	Provo, UT	\$ 15,000.00 (10)*
K. Software – (Other Contractual Services: Institutional Research & Planning)			
11.	Watermark Insights	New York, NY	\$ 40,000.00 (11)*
L. Maintenance Software Fees – (Education Fund – IT Administration, Maintenance Services Software Support)			
12.	Ellucian	Malvern, PA	\$ 914,000.00 (12)*

Item C, D, and E: Trustee Gorski asked if the College went out to bid on these items and Ms. Olson answered no. Trustee Gorski stated that the College should go out for bid next year as the College could get a lesser cost. He added that some vendors are on the state's approved list to offer reduced cost.

Purchase Report #763 D – FY22 Blanket Purchase Orders:

Ms. Olson reviewed the blanket purchase orders line by line consisting of vendor, city, state, description, the fiscal year 2021 amount, the fiscal year 2022 projected amount, and comments, and answered trustees' questions. Discussion ensued. Trustees would like to see a marketing plan regarding the advertising blanket purchase orders.

Purchase Report #763 E – FY21 Advanced Technology Center (ATC) Change Orders:

A. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
1.	Stenstrom and Sons Construction	Rockford, IL	\$ 1,204.00 (1)*
B. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
2.	Stenstrom and Sons Construction	Rockford, IL	\$ 1,363.00 (2)*
C. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
3.	Stenstrom and Son Construction	Rockford, IL	\$ <960.00> (3)*
D. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
4.	Stenstrom and Sons Construction	Rockford, IL	\$ 320.00 (4)*
E. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
5.	Stenstrom and Sons Construction	Rockford, IL	\$ 9,867.00 (5)*
F. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
6.	Stenstrom and Sons Construction	Rockford, IL	\$ <1,055.00> (6)*
G. Advanced Technology Center – (Operations and Maintenance Fund: ATC)			
7.	Stenstrom and Sons Construction	Rockford, IL	\$ 1,256.00 (7)*
H. Advanced Technology Center – (Operations & Maintenance Fund: ATC)			

8.	Stenstrom and Sons Construction	Rockford, IL	\$ 5,371.00 (8)*
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Trustees had no questions on Purchase Report #763E.

Purchase Report #763 F – FY22 Advanced Technology Center (ATC) Purchases:

A.	Advanced Technology Center – (Instructional Equipment: ATC)		
1.	TBD (To Be Determined)	\$	x.xx (1)*
B.	Advanced Technology Center – (Instructional Equipment: ATC)		
2.	TBD (To Be Determined)	\$	x.xx (2)*
C.	Advanced Technology Center – (Instructional Equipment: ATC)		
3.	TBD (To Be Determined)	\$	x.xx (3)*
D.	Advanced Technology Center – (Instructional Equipment: ATC)		
4.	TBD (To Be Determined)	\$	x.xx (4)*
E.	Advanced Technology Center – (Instructional Equipment: ATC)		
5.	TBD (To Be Determined)	\$	x.xx (5)*
F.	Advanced Technology Center – (General Institution: Higher Education and Coronavirus Response and Relief Supplemental Appropriations (HEERF))		
6.	TBD (To Be Determined)	\$	x.xx (6)*

Trustees had no questions.

2. Cash and Investment Report

Ms. Olson presented the cash and investment report. The total change in operating cash and investments since April 30, 2021, indicates were up \$1,015,731 due to receipt of the first installment of Boone and Winnebago Counties' property taxes. The \$1,376,789 change in capital funds was again due to the first installments of the Boone and Winnebago Counties' property taxes.

3. Fiscal Year 2021 Audit Update

Ms. Olson gave an update on the fiscal year 2021 audit. The College has started its audit season with the preliminary audit work for the college financial audit and a single audit for the grants. The auditors will be on-site the week of June 14, 2021. Trustees will be receiving an email from Sikich, LLP with a cover letter from Ms. Olson asking them to please complete their Statement on Auditing Standard Number 99 (SAS 99) response. The SAS 99 response helps the auditors with their risk assessment for fraud or any other areas of concern. Answers will go directly to Sikich, LLP, and will remain confidential.

4. Higher Education Emergency Relief Fund (HEERF) and Governors' Emergency Education Relief Fund (GEER) Update

Ms. Olson gave an overview of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed into law on March 27, 2020. There is funding available for Higher Education Emergency Relief Fund (HEERF) in the CARES Act. RVC received \$12,702,212 in HEERF funds for institutional allocations; HEERF institutional funds used as of May 31, 2021, are \$1,638,439.58 for a remaining balance of \$11,063,772.42 to be used by May 2022. The HEERF student allocations are \$9,310,308; HEERF student funds used as of May 31, 2021, are \$2,148,550 for a remaining balance of \$7,161,758 to be used by May 2022. Ms. Olson explained the eligible

expenses, limitations, and requirements. Ms. Olson also explained how the institutional funds have been used to date and how RVC would utilize the remaining institutional funds.

Dr. Patrick Peyer presented an update on the Governor's Emergency Education Relief Fund (GEER) under the CARES Act. Total GEER funds received are \$446,297.00; GEER funds spent to date are \$362,898.30 with a balance of \$83,398.70. RVC has helped 700 students with the GEER fund.

Operations Discussion: Board Liaison Trustee Kearney

1. Personnel Report

Mr. Jim Handley, vice president of human resources, presented the personnel report. Administration recommends that Yohanes Honu be appointed dean of mathematics and science effective July 1, 2021. The administration would also like to put a placeholder on the personnel report for the executive director of college communications, with an effective date to be determined. There were no departures. There was no further discussion.

2. Tornado Update

Ms. Olson presented an update on the tornado that hit the college in August 2020. Expenses for the tornado were approximately \$1.2 million. RVC is expecting insurance to cover everything except a portion of the tree removal. The amount of the tree removal that was not covered by insurance is \$96,750. RVC will be expensing that yet in June 2021.

Trustee Kearney wanted to know whose responsibility was to remove the trees on the east side of the campus by the apartment buildings next to the College. Ms. Olson referred to Ms. Janet Taylor to answer the question. Ms. Taylor informed the Board that the trees along the fence that are down are on the apartment side. Therefore, it is the responsibility of the apartment complex to have them removed.

Trustee Nelson asked why the insurance did not cover \$96,000 of the tree removal. Ms. Olson stated that as a general rule removal for trees that did not fall on any building is not covered by insurance. However, through some negotiations, the insurance company was willing to cover \$100,000 of that expense.

Dr. Spearman added that Ms. Taylor's team had done a remarkable job helping to facilitate the process, from structural damage to tree damage, and Dr. Spearman commended them for a job well done. They have been working hard all year and have done an outstanding job.

3. COVID-19 Update

Chief Rick Jenks presented the COVID-19 update. RVC has 221 positive COVID-19 cases with students and 45 positive cases with employees; 238 close contacts with students, and 90 close contacts with employees; RVC Police Department has done 1,128 contact traces for COVID-19 to date.

The regulations on COVID-19 have now shifted from state and local to federal CDC guidance. The Governor's Executive Order referring to face coverings states that any individual who is not fully vaccinated and who is over age two and able to medically tolerate a face covering should cover their nose and mouth with a face covering when in a public place when unable to maintain a six-foot social distance.

Chief Jenks stated that the college's Phase 5 plan is currently in a draft version and under attorney review. Some of the highlights of the Phase 5 plan are: individuals who have not been vaccinated should still wear their masks inside any RVC building, per the CDC recommendations for higher education; vaccinated individuals will not need to wear a mask outside or indoors; common areas will re-open; FPOM will continue with Omni-Shield and the Clorox 360 program; all food restrictions will be lifted except for the use of communal food like pizza and donuts; in-person tutoring and testing can resume.

Chief Jenks stated once the Phase 5 plan has been approved, RVC will start sending out information to the college community, the final version will be presented to the RVC Board, and once the Board has approved it, RVC will start the implementation.

Trustee Cudia wanted to know if RVC would ask students/employees if they have been vaccinated. Chief Jenks stated no verification of vaccination would be requested. No further discussion ensued.

4. Cold Forming / Buckbee Update

Mr. Chris Lewis, vice president of workforce development, presented an update on the Buckbee property and the Cold Forming curriculum.

The City of Rockford has agreed to fund at no cost to RVC all renovations and/or upgrades to the Buckbee property. Trustee Gorski wanted to thank the City of Rockford for agreeing to fund the upgrades on the Buckbee location.

The Cold Forming curriculum currently allows students to complete 80 hours of the 120-hour lab portion online, reducing the face-to-face time to a maximum of 40 hours. RVC is preparing to offer the modified Cold Forming program for an additional year. RVC's recruiting strategy will facilitate a meeting with Winnebago County Sheriff Gary Caruana, State's Attorney J. Hanley, and Winnebago County Jail Superintendent, Bob Redmond to discuss expanding the correctional/ex-offender program to include Cold Forming. RVC will also pursue conversations to explore a program offering for high-functioning individuals with intellectual disabilities. RVC will closely monitor the progress around the Cold Forming program, and if efforts do not present better results, RVC will make the appropriate adjustments.

5. Local Chambers of Commerce Membership Update

Mr. Lewis presented the Chamber of Commerce membership update to consider RVC becoming members in the Chambers of Commerce in the RVC servicing region. Mr. Lewis explained the registration and membership fees, where RVC would fall in the membership categories and some of the pros of becoming a member. RVC could be a part of some of the identified committees, community development, business development, and small business committees, to name a few. Mr. Lewis feels this would be an excellent opportunity for RVC to expand on the workforce education side.

Discussion ensued, and while some trustees agreed that it should be "all or nothing," others said they felt it was a bad idea to take that "all or nothing" approach.

6. Advanced Technology Center (ATC) Update

Ms. Olson presented the ATC update. Ms. Olson explained the total budget was \$15,415,000; budget spent to date is \$4,095,332.18; and budget approved to date is \$10,639,219.48. The total project construction approved is \$8,305,000 but the project construction spent thus far is \$3,736,086.42. The total project furniture, fixtures and equipment (FFE) approved is \$2,131,015 but the total FFE spent currently is \$156,041.28. Ms. Olson included in the update the total of the ATC change orders to date of \$22,634.

Other Business

There was no new or unfinished business.

Adjourn to Closed Session

At 9:45 p.m., a motion was made by Trustee Nelson, seconded by Trustee Kearney, to adjourn to closed session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific

employees in accordance with Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or the purchase or lease of real property for the use of the public body per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 10:24 p.m., a motion was made by Trustee Kearney, seconded by Trustee Gorski, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Next Regular Board of Trustees Meeting

The next Regular Board of Trustees meeting will be held on June 22, 2021, at 5:15 p.m., held remotely via videoconference.

Next Committee of the Whole Meeting

The next Committee of the Whole meeting will be held July 12, 2021, at 6:30 p.m., held remotely via videoconference.

Adjourn

At 10:28 p.m., a motion was made by Trustee Kearney, seconded by Trustee Nelson, to adjourn the meeting. The motion was approved by a unanimous voice vote.

Submitted by: Tracy Luethje

Robert Trojan, Secretary

Jarid Funderburg, Chairperson

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

REGULAR BOARD OF TRUSTEES MEETING

June 22, 2021

5:15 p.m.

MINUTES

On May 28, 2021 Governor Pritzker issued the seventeenth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e) (4), this meeting will be held without the physical presence of a quorum at the meeting location.

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

Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/96394002432?pwd=YitKajBJNTZnSVY5Tk9IejRHSkp1dz09> or by phone at 312-626-6799 using Meeting ID : 963 9400 2432; Passcode 352181. The meeting will include an opportunity for public comment. Members of the public who would like to make a public comment may submit their public comment to RVC-BoardPC@rockvalleycollege.edu by 3:15 p.m. on June 22, 2021. Public comments will be announced during the public comment portion of the meeting.

Call to Order

The Regular meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via remote video conference on Tuesday, June 22, 2021 at 5:15 p.m. The meeting was called to order by Board Chair Jarid Funderburg.

Roll Call

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

Mr. Jarid Funderburg

Mr. Paul Gorski

Ms. Lynn Kearney

Student Trustee Evelyn Molina

Mr. Bob Trojan

Ms. Gloria Cudia

Ms. Crystal Soltow

The following trustee was absent at roll call: Mr. John Nelson

Also in attendance: Dr. Howard Spearman, President; Mr. Ron Geary, Vice President Academic Affairs and Campus Safety; Mr. Jim Handley, Vice President Human Resources; Mr. Christopher Lewis, Vice President Workforce Development; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Ms. Ellen Olson, Executive Director Finance/Interim Chief Financial Officer; Ms. Ann Kerwitz; Assistant to the President; Ms. Kris Fuchs; Assistant to the President; Attorney Matt Gardner, Robbins Schwartz.

Communications and Petitions (Public Comment)

No public comments were received.

Recognition of Visitors

There were no visitors to be recognized.

Adjourn to Closed Session

At 5:16 p.m., a motion was made by Trustee Gorski, seconded by Trustee Trojan, to adjourn to closed session to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act.

The motion was approved by unanimous roll call vote.

Reconvene Open Meeting

At 5:42 p.m., a motion was made by Trustee Trojan, seconded by Trustee Funderburg, to adjourn the closed session and reconvene to open session.

The motion was approved by unanimous roll call vote. No action was taken as a result of closed session.

General Presentation

There were no general presentations.

Approval of Minutes

A motion was made by Trustee Kearney, seconded by Trustee Gorski, to approve the minutes of the May 4, 2021 Special meeting, the May 10, 2021 Committee of the Whole meeting, and the May 25, 2021 Regular meeting.

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

Action Items

1. BR 7816 – Claims Sheet #787

The Board Report reads in part: It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register for the period from May 1, 2021 to May 31, 2021. The total is \$2,337,643.03.

A motion was made by Trustee Kearney, seconded by Trustee Gorski, to approve Board Report 7816, Claims Sheet #787.

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

2.A BR 7817-A – Purchase Report #763-A – FY21 Purchases

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7817-A, Purchase Report #763-A.

\$ 18,900.00	A. East Moline Sheet Metal Co, Moline, IL
\$ 12,816.00	B. Vernier Software and Technology, Beaverton, OR
\$ 19,000.00	C. Comevo, San Luis Obispo, CA
\$ 13,750.00	D. Valsoft SARS Inc., San Rafael, CA
\$ 616,533.00	E. Miller Engineering, Rockford, IL
\$ 175,000.00	F. Engel Electric, Sterling, IL

A motion was made by Trustee Gorski, seconded by Trustee Cudia, to approve Board Report 7817-A, Purchase Report #763-A.

Interim Chief Financial Officer Ellen Olson explained that changes in the report since the June 14 Committee of the Whole meeting are reflected in Items E. and F. The information on these items is new as a result of bids for LED lighting that were opened June 8, 2021 and awarded following evaluation.

The motion was approved by unanimous roll call vote.

2.B BR 7817-B – Purchase Report #763-B – FY22 Site Rental

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7817-B, Purchase Report #763-B.

\$ 272,000.00	A. The Workforce Connection, Rockford, IL
\$ 140,000.00	B. Rockford Register Star, Rockford, IL
\$ 11,500.00	C. Greater Rockford Airport Authority, Rockford, IL

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 7817-B, Purchase Report #763-B.

Ms. Ellen Olson explained changes to Item A since the June 14, 2021 Committee of the Whole meeting. This expense for site rental at 303 North Main Street, in Rockford, IL is paid out of a grant, and is not a budgeted expense.

The motion was approved by unanimous roll call vote.

2.C BR 7817-C – Purchase Report #763-C – FY22 Licensing/Software Renewals

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7817-C, Purchase Report #763-C.

\$ 33,000.00	A. Hyland LLC, Lenexa, KS
\$ 20,000.00	B. Logicalis, Lisle, IL
\$ 32,000.00	C. CDW-G, Chicago, IL
\$ 62,000.00	D. CDW-G, Chicago, IL

\$ 20,000.00	E. CDW-G, Chicago, IL
\$ 13,000.00	F. Campus Labs, Leawood, KS
\$ 131,000.00	G. Instructure, Inc., Sandy, UT
\$ 100,000.00	H. Ad Astra, Overland Park, KS
\$ 17,000.00	I. Dude Solutions, Cary, NC
\$ 15,000.00	J. Qualtrics LLC, Provo, UT
\$ 40,000.00	K. Watermark Insights, New York, NY
\$ 914,000.00	L. Ellucian, Malvern, PA

A motion was made by Trustee Gorski, seconded by Student Trustee Molina, to approve Board Report 7817-C, Purchase Report #763-C.

Ms. Ellen Olson explained that for Items C., D., and E., three quotes were obtained by the Information Technology Department, and CDW-G was the lowest bidder on each one. This was in response to a question raised by Trustee Gorski at the June 14 Committee of the Whole.

The motion was approved by unanimous roll call vote.

2.D BR 7817-D – Purchase Report #763-D – FY22 Blanket Purchase Orders

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7817-D, Purchase Report #762-D.

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 7817-D, Purchase Report #763-D.

Ms. Ellen Olson explained that no changes have been made to dollar amounts since the June 14 Committee of the Whole meeting, but some changes have been made on individual items such as confirming which payments were from tort funds; MetLife coverage includes dental insurance; the service from Helm Service is for a service contract and not HVAC filters. Olson also explained the College's arrangements for phones and internet in response to Trustee Gorski's question at the June 14 Committee of the Whole meeting.

Ms. Olson also confirmed that the expense to the Journal Sentinel in Cincinnati is for printing and distributing the Community and Continuing Education catalogs.

The motion was approved by unanimous roll call vote

Details of Purchase Report #763-D appear on the next pages.

<p>Purchase Report # 763 D FY22 Blanket Purchase Orders</p>
<p><i>As in the past, Purchase Orders and Blanket Purchase Orders are being issued to various vendors that we believe are not subject to the IL Public Community College Act, 110 ILCS 805/3-27.1 Bid requirements (i.e. Postage, Contractual Services, Supplies, etc.)</i></p>
<p>Blanket PO's for the Period of 7/1/21 through 6/30/22</p>

VENDOR	CITY	ST	DESCRIPTION	FY21	FY22	Comments
<u>Health Care Service Corporation</u>	Chicago	IL	Premiums for PPO insurance, Stop loss insurance	\$ 6,600,000.00	\$ 6,600,000.00	Exempt A (Rockford Consulting, College's Insurance Consultant, provides pricing from multiple insurance carriers.)
<u>Constellation New Energy Gas/Electric</u>	Chicago	IL	Gas and Electric Service (increase due to addition of ATC)	\$ 1,600,000.00	\$ 1,750,000.00	Exempt - L (Consortium pricing)
<u>IL Community College (ICC) Risk Management Consortium</u>	Northbrook	IL	Premiums for property and casualty, worker's compensation, malpractice, and athletic insurance Paid from Operations, Tort and Auxiliary Funds	\$ 770,000.00	\$ 885,000.00	Exempt - L / also per the Illinois Joint Purchasing Act , 30 ILCS 525/1, et seq. (Increase is due to a 15% increase in insurance premiums)
<u>EBM/Morgan Building Maintenance</u>	Elk Grove Village	IL	Custodial services (increase due to addition of ATC)	\$ 714,000.00	\$ 800,000.00	Third year of a five-year contract

<u>MetLife</u>	Philadelphia	PA	Premiums for supplemental life insurance, group life insurance, dental and long-term disability insurance	\$ 570,000.00	\$ 570,000.00	Rockford Consulting, College's Insurance Consultant, provides pricing from multiple insurance carriers.
<u>American Express</u>	Chicago	IL	P-Card program	\$ 550,000.00	\$ 550,000.00	Pass-through for miscellaneous small commodities purchased in accordance with the College's P-card policies / Individual purchases are less than \$25,000 and therefore do not need to be bid pursuant to 110 ILCS 805/3-27.1
<u>Robbins, Schwartz, Nicholas, Lifton, Taylor</u>	Chicago	IL	Legal services, as needed	\$ 400,000.00	\$ 400,000.00	Exempt - A
<u>OSF Healthcare</u>	Peoria	IL	On-site wellness clinic management fees, consumables and monthly lab fees	\$ 210,000.00	\$ 210,000.00	Exempt - A (Third year of a five-year contract)
<u>Bodycraft Wellness & Massage</u>	Rockford	IL	Instruction of personal wellness Continuing Education classes	\$ 202,000.00	\$ 202,000.00	Exempt A- (Revenue received to offset the expenses of classes)
<u>Lamar Companies</u>	Rockford	IL	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$ 133,819.00	\$ 193,000.00	Exempt A & L

<u>IWIFR & WIFR</u>	Brookhaven	GA	Media advertising to support enrollment and college initiatives	\$ 150,000.00	\$ 155,000.00	Exempt A & L
<u>Marco Technologies, LLC</u>	Rockford	IL	Campus copier click charges (usage) & lease payments	\$ 130,000.00	\$ 134,000.00	Exempt G (Fourth year of a five-year contract)
<u>Townsquare Media Rockford LLC / Ignite</u>	Cincinnati	OH	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$ 44,640.00	\$ 132,000.00	Exempt A & L
<u>Javon Bea Hospital - Rockton</u>	Rockford	IL	Instruction and consumable class materials and supplies for the Continuing Education Fire Science, EMS & EMT classes	\$ 130,000.00	\$ 130,000.00	Exempt - A & L
<u>Rockford Register Star</u>	Rockford	IL	Media advertising to support enrollment and college initiatives	\$ 120,000.00	\$ 120,000.00	Exempt A & L (Seventh year of a ten-year contract)
<u>EBSCO Subscription Services</u>	Birmingham	AL	Magazines and journals	\$ 110,000.00	\$ 110,000.00	Exempt - L
<u>Effectv</u>	Rockford	IL	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$ 90,192.00	\$ 106,000.00	Exempt A & L

<u>IL Dept. of Employment Security (IDES)</u>	Rockford	IL	Unemployment insurance premiums. Paid from Tort Fund.	\$ 105,000.00	\$ 105,000.00	Exempt - 30 ILCS 525/2 - Joint Purchasing Act
<u>IQRf (MyStateline)</u>	Rockford	IL	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$ 55,000.00	\$ 100,000.00	Exempt A & L
<u>Airoldi</u>	Oak Creek	WI	Two tractors and two trailers for the Truck Driving Training Program	\$ 100,000.00	\$ 100,000.00	First year of two 1-year contract renewals
<u>WREX</u>	Rockford	IL	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$ 81,311.00	\$ 98,000.00	Exempt A & L
<u>Helm Service</u>	Rockford	IL	Service contract for parts, supplies, repairs	\$ 63,000.00	\$ 90,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>City of Rockford</u>	Rockford	IL	Water service for the main campus and satellite campuses	\$ 85,000.00	\$ 85,000.00	Exempt -K & L
<u>NICOR Gas</u>	Pecatonica	IL	Gas transportation	\$ 60,000.00	\$ 81,000.00	Exempt - L

<u>Mid-City Office Products</u>	Rockford	IL	Office Supplies	\$	80,000.00	\$	80,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Harder Corp</u>	Rockford	IL	Supplies, parts & repairs for custodial	\$	72,000.00	\$	80,000.00	NON COVID related supplies: miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>National Safety Council</u>	Itasca	IL	Course materials for Traffic Safety classes	\$	75,000.00	\$	75,000.00	Exempt - L
<u>WTVO</u>	Rockford	IL	Media advertising to support enrollment and college initiatives, Tech Bus and ATC	\$	51,250.00	\$	73,000.00	Exempt A & L
<u>Pitney Bowes Reserve Account</u>	Pittsburgh	PA	Postage meter funds	\$	60,000.00	\$	60,000.00	Exempt - K (Machine is the postage meter, stamps must be purchased through vendor to be compatible)
<u>Postmaster</u>	Rockford	IL	Postage for USPS Bulk mail	\$	60,000.00	\$	60,000.00	Exempt - K

<u>BCG - North America Corporation</u>	Chicago	IL	Contract instruction	\$ 16,000.00	\$ 60,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 Note: Increase to due addition of courses taught on main campus as well as ATC
<u>Marsh LLC</u>	Chicago	IL	Insurance premiums for Treasurer Bonds, Airport Liability, Aircraft Hull & Liability. Paid from Operations and Tort Funds	\$ 48,600.00	\$ 60,000.00	Exempt under the Illinois joint Purchasing Act, 30ILCS 525/1, et seq. (Final year of three-year commitment to the Illinois Community College Risk Management Consortium)
<u>Condensed Curriculum Intl</u>	Fairfield	NJ	Instruction of Health Care Continuing Education classes	\$ 55,000.00	\$ 55,000.00	Exempt - A
<u>AWS (Amazon Web Services)</u>	Seattle	WA	Web Apps 2.0	\$ 43,000.00	\$ 53,000.00	Exempt - F & L
<u>Midland Paper</u>	Rockford	IL	Paper used by campus for printing and copying	\$ 50,000.00	\$ 50,000.00	Second year of two 1-year contract renewals
<u>WQRF</u>	Rockford	IL	Media advertising to support enrollment and college initiatives	\$ 52,000.00	\$ 50,000.00	Exempt A & L

<u>Schneider Electric</u>	Homewood	IL	Security systems hardware and software support	\$ 50,000.00	\$ 50,000.00	Exempt - F
<u>Harder Corp</u>	Rockford	IL	COVID purchases of hand sanitizer and pump stations	\$ 50,000.00	\$ 50,000.00	COVID purchases / miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>University of Illinois</u>	Champaign	IL	Multiple library databases	\$ 46,000.00	\$ 47,000.00	Exempt - L
<u>Rock Valley Publishing, LLC</u>	Loves Park	IL	Advertising for the ATC	\$ 15,500.00	\$ 46,000.00	Exempt A & L
<u>Helm Service</u>	Rockford	IL	Electrical parts, repairs, and service	\$ 33,000.00	\$ 45,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Elsevier/HESI</u>	St Louis	MO	RN comprehensive assessment & review of programs; & the SIM Charting Software that is used with the medication computer system by the students (These are all pass-through items that are covered by course fees)	\$ 22,500.00	\$ 44,000.00	Exempt A

<u>Clearly</u>	Pasadena	CA	Local telephone service	\$	40,000.00	\$	42,000.00	Exempt - L & F
<u>Rock River Water Reclamation</u>	Rockford	IL	Water reclamation	\$	40,000.00	\$	42,000.00	Exempt - L
<u>Verizon Wireless</u>	St Louis	MO	Cell phone service, Hot Spots and hardware	\$	40,000.00	\$	40,000.00	Exempt - F / miscellaneous small commodity purchases - College use / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>AT&T</u>	Dallas	TX	IP/Flex/Completelink, Monthly phone bills	\$	63,700.00	\$	40,000.00	Exempt - L
<u>Smith Oil</u>	Rockford	IL	Gas for fleet and maintenance vehicles	\$	40,000.00	\$	40,000.00	One-year extension per contract
<u>iFiber</u>	Sycamore	IL	GIG transport fee	\$	30,000.00	\$	38,400.00	Exempt - F
<u>Johnson Controls Fire Protection LP</u>	Palatine	IL	Fire alarm testing and repairs	\$	32,000.00	\$	37,000.00	Exempt - L
<u>C D W Government Inc</u>	Chicago	IL	Adobe Acrobat Licenses for college end-users	\$	30,000.00	\$	35,000.00	Exempt - F

<u>Barnes & Noble</u>	Rockford	IL	Electronic textbooks and course materials for the Nursing programs. Materials are sourced through the campus bookstore contract (course fees cover the entire cost of these materials.	\$ 46,000.00	\$ 35,000.00	Exempt - F Also: miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>H&H/Air Rite</u>	Bettendorf	IA	HVAC filters for all RVC Campus buildings (increase due to addition of ATC)	\$ 24,000.00	\$ 35,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Johnson Controls Inc.</u>	Rockford	IL	Repair of control systems, as needed (increase due to addition of ATC)	\$ 27,000.00	\$ 35,000.00	Exempt - E
<u>Schumacher Elevator</u>	Denver	IA	Inspection and repair services for elevators in all college locations	\$ 33,000.00	\$ 33,000.00	One- year extension per contract
<u>Charles Jenrich</u>	Orland Park	IL	Contract instruction for training courses taught for the BPI Division for companies seeking to have employees trained and/or certified	\$ 15,000.00	\$ 30,000.00	Miscellaneous. Small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1

<u>Exxon Mobil</u>	Rockford	IL	Fuel for the tractor/trailer units used in the Truck Driver Training Program	\$ 30,000.00	\$ 30,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Balanced Environments Inc (BEI)</u>	Old Mill Creek	IL	Grounds Maintenance for Stenstrom, Bell, Aviation & ATC	-	\$ 28,000.00	First year of a three-year agreement
<u>First Advantage</u>	Alpharetta	GA	Background check services for the Police Department	\$ 57,000.00	\$ 27,000.00	Exempt - A (<i>Decrease due to Human Resources no longer using this vendor</i>)
<u>Midwest Library Service</u>	Bridgeton	MO	Books for the Library collection	\$ 30,000.00	\$ 26,000.00	Exempt - L
<u>City of Rockford</u>	Rockford	IL	911 Service	\$ 26,000.00	\$ 26,000.00	Exempt - K & L
<u>Rock River Disposal</u>	Rockford	IL	Trash removal and recycling services	\$ 25,000.00	\$ 26,000.00	Exempt - L
<u>Blackbaud</u>	Charleston	SC	Scholarship management software for the Foundation	\$ 25,000.00	\$ 25,000.00	Exempt - F. Paid by RVC Foundation

<u>NILRC</u>	Blanchardville	WI	Multiple library databases and search tools	\$ 25,000.00	\$ 25,000.00	Exempt - F & L
<u>Spectrum Reach (AKA: Charter)</u>	Janesville	WI	Media advertising to support enrollment and college initiatives	\$ 25,000.00	\$ 25,000.00	Exempt A & L
<u>Miller Bradford & Risberg</u>	Rockford	IL	Rental of Case wheel loader and Skid Steer to assist w/snow removal and other grounds tasks	\$ 19,000.00	\$ 25,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Allen Softley</u>	South Beloit	IL	Instruction for miscellaneous Six Sigma trainings	\$ 12,000.00	\$ 25,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Andy Kaufman</u>	Lake Zurich	IL	Project Management Professional Training	\$ 15,000.00	\$ 25,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1

<u>Plumbers & Pipe Fitters</u>	Rockford	IL	Contract Instruction for the Highway Construction Careers Training Programs (HCCTP) Courses as needed	\$ 25,000.00	\$ 25,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Upswing</u>	Austin	TX	Web based Tutoring Service available 24hrs/7days a week to all RVC Students	\$ 16,000.00	\$ 24,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Ballard Electric</u>	Rockford	IL	Cogen/GOAM monitoring, programing services & repairs	\$ 24,000.00	\$ 24,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>DXC Technology</u>	Tysons	VA	Annual Business Recovery Core Services	\$ 11,440.80	\$ 21,000.00	Exempt - F (One-year contract)
<u>YBP</u>	Atlanta	GA	Books for the library collection	\$ 24,000.00	\$ 20,000.00	Exempt - F & L
<u>Rush Power</u>	Kirkland	IL	Semi-annual preventative maintenance for the Caterpillar engines in the Co-generation plant	\$ 20,000.00	\$ 20,000.00	Exempt - E

<u>Steiner Electric</u>	Loves Park	IL	Electrical parts and supplies	\$ 20,000.00	\$ 20,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1. (Third year of a three-year contract)
<u>Lift Works</u>	St Charles	IL	Building Inspections & maintenance	-	\$ 20,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1. (First time over \$10,000)
<u>Journal Sentinel Inc</u>	Cincinnati	OH	For printing/distributing of Community and Continuing Education catalogs	\$ 20,000.00	\$ 20,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.
<u>Johnstone Supply</u>	Rockford	IL	Maintenance parts and supplies (increase due to addition of ATC)	\$ 12,000.00	\$ 18,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.

<u>Lakeland Chemical</u>	Menomonee Falls	WI	Chemical treatment for boilers, chillers and HVAC equipment	\$ 18,000.00	\$ 18,000.00	Exempt - E / Also, Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Kanopy</u>	San Francisco	CA	Streaming Services for students (through Library Services)	\$ 15,000.00	\$ 17,000.00	Exempt - F & L
<u>IHLS-OCLC</u>	Edwardsville	IL	Transaction fees for library resource sharing	\$ 16,000.00	\$ 16,000.00	Exempt - L / Miscellaneous small commodity purchases - Academic use / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Reinders Inc</u>	Milwaukee	WI	Fertilizer/weed control and grounds supplies	\$ 16,000.00	\$ 16,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Henry Schein Inc</u>	West Allis	WI	Supplies used for instruction and small repair items for the Dental Clinic equipment	\$ 30,000.00	\$ 15,000.00	Miscellaneous small commodity purchases - Academic use / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1

<u>Patterson Dental</u>	Wood Dale	IL	Supplies used for instruction in Dental Clinic	-	\$ 15,000.00		Miscellaneous small commodity purchases - Academic use / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 (First time over \$10,000) Exempt - 30 ILCS 525/2 - Joint Purchasing Act / Also, miscellaneous small commodity purchases - Academic use / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>IL Central Management Services (CMS)</u>	Springfield	IL	ICN Internet	\$ 15,000.00	\$ 15,000.00		Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Uniform Den East</u>	Moline	IL	Uniform Service	\$ 15,000.00	\$ 15,000.00		Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>BP Roofing</u>	Loves Park	IL	Roofing inspections and repairs	-	\$ 15,000.00		Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 (First time over \$10,000)

<u>College Board</u>	New York	NY	Accuplacer test units	\$ 15,000.00	\$ 15,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Paul Smith</u>	Utica	IL	Contract instruction for Industrial Maintenance at the ATC	\$ 13,000.00	\$ 15,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 (First time over \$10,000)
<u>Russell Myers</u>	Rockford	IL	Contract instruction for Industrial Maintenance at the ATC	-	\$ 15,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 (First time over \$10,000)
<u>John Vaughan</u>	Rockford	IL	Contract instruction for Industrial Maintenance at the ATC	-	\$ 15,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1 (First time over \$10,000)

<u>Adventure Safari Network</u>	Byron	IL	Instruction of photography classes	\$ 15,000.00	\$ 15,000.00	Exempt - A / Also, Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Midwest Safety Services Inc</u>	Rockford	IL	Training courses through the Business Outreach Program	\$ 12,000.00	\$ 15,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Automatic Fire</u>	Rockford	IL	Annual fire pump inspections/testing	\$ 11,000.00	\$ 13,000.00	Exempt - E / Also, miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Skyline Window Cleaning</u>	Machesney Park	IL	Window cleaning, as needed	\$ 12,000.00	\$ 13,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1. (Third year of a three-year contract)

<u>NAPA Auto Parts</u>	Rockford	IL	Parts	\$ 25,000.00	\$ 12,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>White Leaf Creative</u>	Rockford	IL	Contract Instruction for the various Community and Continuing Education (CCE) courses as needed	\$ 12,000.00	\$ 12,000.00	Miscellaneous small commodity purchases / Individual purchases are under \$25,000, purchases do not need to be bid pursuant to ILCS 805/3-21.1
<u>Allied Benefit Systems</u>	Chicago	IL	Administration fees for Flexplus plan	\$ 11,000.00	\$ 11,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.
<u>Cintas</u>	Cincinnati	OH	Isolation Gowns (rental and cleaning) required for the Dental students and instructors	-	\$ 11,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1. (First time over \$10,000)

<u>Northern Illinois University</u>	DeKalb	IL	Bandwidth/ISP	\$	11,000.00	\$	11,000.00	Exempt - F / Also, miscellaneous small Commodity purchases - College use (Quotes were obtained); Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.
<u>Printing Supplies USA</u>	Plainsboro	NJ	Toner cartridges used by campus for printing and copying	\$	10,000.00	\$	10,000.00	Second year of a two-year renewal option
<u>Perspectives EAP</u>	Chicago	IL	Employee Assistance Program administration	\$	10,000.00	\$	10,000.00	Miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.
<u>ACC Business</u>	Atlanta	GA	RVC phone service Ethernet Access	\$	10,000.00	\$	10,000.00	Exempt - L (Phone Service)
<u>Comcast</u>	Southeastern	PA	Cable modem GIG service	\$	10,000.00	\$	10,000.00	Exempt F - L / Also, miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.

Black Rocket Productions

Rockford

IL

Instruction of technology classes

\$ 10,000.00

\$ 10,000.00

Exempt - A

Julie Dale

Sterling

IL

Contract Instructor

\$ 10,000.00

\$ 10,000.00

Exempt - A / Also, miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1.

Illinois Materials Handling (AKA Wolter Group)

Rockford

IL

Contract instruction

-

\$ 10,000.00

Exempt - A / Also, miscellaneous small Commodity purchases; Not required to bid as individual (or collective) purchases do not exceed \$25,000 threshold in 110 ILCS 805/3-27.1. (First time over \$10,000)

2.E. BR 7817-E – Purchase Report #763-E – FY21 Advanced Technology Center (ATC) Change Orders

The Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7808-E, Purchase Report #762-E.

\$	1,204.00	A.	Stenstrom & Sons Construction, Rockford, IL
\$	1,363.00	B	Stenstrom & Sons Construction, Rockford, IL
\$	<960.00>	C	Stenstrom & Sons Construction, Rockford, IL
\$	320.00	D	Stenstrom & Sons Construction, Rockford, IL
\$	9,867.00	E	Stenstrom & Sons Construction, Rockford, IL
\$	<1,055.00>	F	Stenstrom & Sons Construction, Rockford, IL
\$	1,256.00	G	Stenstrom & Sons Construction, Rockford, IL
\$	5,371.00	H.	Stenstrom & Sons Construction, Rockford, IL

A motion was made by Trustee Gorski, seconded by Trustee Cudia, to approve Board Report 7817-E, Purchase Report #763-E

Ms. Ellen Olson confirmed that no changes have been made since the June 14 Committee of the Whole meeting.

The motion was approved by unanimous roll call vote.

3. BR 7817-F – FY22 Advanced Technology Center (ATC) Purchases REVISIED AS OF JUNE 22, 2021

The revised Board Report reads in part: It is recommended that the Board of Trustees approve the marked items for purchase on Board Report 7817-F, Purchase Report #763-F.

\$	172,750.00	A.	Machinery Source LLC., Belvidere, IL
\$	607,787.00	B.	Praxair Distribution Inc., Ankeny, IA
\$	00	C.	NO BIDS RECEIVED – NO AWARD
\$	185,649.00	D.	Praxair Distribution Inc., Ankeny, IA
\$	206,275.00	E.	Praxair Distribution Inc., Ankeny, IA
\$	207,000.00	F.	Van Galder/Coach USA, Janesville, WI

A motion was made by Trustee Gorski, seconded by Student Trustee Molina, to approve the revised Board Report 7817-E, Purchase Report #763-F as distributed to trustees earlier in the day.

Ms. Ellen Olson explained that multiple changes have been made to the revised report compared to the document that was included in the board meeting packet distributed June 18, 2021.

Attorney Matt Gardner explained that the Item B, bid was opened June 21, 2021, and he worked with administration on the RFPs to “cast a wide net” for each Miller and Lincoln fume and filtration exhaust system so that each bid required specified equipment. The contract for Item B will be assigned to Stenstrom, the general contractor, so that a new contractor does not have to come in and do the installation. This work will be done through a separate change order. Attorney Gardner also confirmed that all purchased welding equipment will be placed in the ATC.

The motion was approved by unanimous roll call vote.

4. BR 7818 – Board Personnel Report #748

The Board Report reads in part: It is recommended that the Board of Trustees approve the personnel items outlined in the report.

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 7818.

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

5. BR 7819 – Donation to the Women’s Suffrage Centennial Project

The Board Report reads in part: It is recommended that the Rock Valley College Board of Trustees authorize the College’s Administration to make a contribution to the Women’s Suffrage Centennial 2020 Committee for the following:

- a) \$2,500 for a donor plaque to be placed on a bench endcap and/or
- b) \$2,500 for an endowment contribution

A motion was made by Trustee Gorski, seconded by Trustee Trojan to lay on the table Board Report 7819 for further discussion at the July Committee of the Whole meeting. Trustee Gorski indicated he would like to know where the funds will come from, how much will be given and if approving this donation will set a precedent.

The motion to lay on the table was approved by unanimous roll call vote.

Other Business

1. New Business

a.) Update on COVID-19 Phase 5 Plan

President Spearman provided a summary of the College’s COVID-19 Phase 5 Plan that has been vetted by the college attorneys and will be effective July 1, 2021 to allow time for new signage and announcements to faculty, students and staff. He also thanked Police Chief Rick Jenks and Emergency and Risk Management Coordinator Theresa James for their hard work during the Covid-19 pandemic and for leading the weekly conference calls since March 2020.

In response to trustees’ questions regarding returning to in-person meetings, Dr. Spearman indicated that the administration is waiting for the next governor’s executive order to guide next steps. Attorney Matt Gardner confirmed that the ability to call in to a board meeting without emergency proclamation is very limited and we don’t know if that will be available. Administration will consider live streaming future board meetings.

b) Update on Belvidere Heritage Days and Rockford 4th of July Parades

President Spearman provided an update on plans for RVC participation in the Belvidere Heritage Days parade to be held June 27 and the Rockford 4th of July parade to be held July 4. The College has submitted applications and will notify trustees when more details are available. In the meantime, preparations include having at least two banners at each parade, and soliciting athletes, students,

employees and family members to march in the parades. RVC's mascot Arvee may appear if it's not too hot. The Tech Bus will not be mobile, but we're looking for stationary locations in each city. Dr. Spearman also confirmed that RVC had a presence at the Juneteenth celebration in Rockford.

2. Unfinished Business

There was no unfinished business.

Updates / Reports

1. President's Update

President Howard Spearman gave an update on his activities, noting the following:

- New student welcome events have begun and it's great to see students on campus.
- The National Championships celebration honoring the College's seven-time champion softball team and the men's soccer team who made it to nationals for the first time was held June 16.
- He also participated in the graduation ceremonies for participants in the Workforce Equity Initiative (WEI) and Highway Construction Careers Training Program (HCCTP). Two graduates of the HCCTP program, Hope Hilson (class of 2018) and Tyreese Harris (class of 2019) will start July 1 as first-year apprentices with Sheet Metal Workers Local 219.
- Virtual Office Hours continue throughout the summer with 15-minute appointments available for faculty and staff to meet virtually with the president.
- He gave an ATC update presentation to the Boone County Administrative Committee of the Whole and one pertaining to the strategic plan to the Rockford Chamber of Commerce Government Affairs Council.
- The PERC-Up with the President video interview series with trustees has been completed. Videos will post throughout the summer. Thank you to trustees for allowing the college community to get to know them and share their thoughts on student success.
- At least one trustee attended each of the student celebrations mentioned and engaged students, parents and community members.

2. Leadership Team Updates

- Ms. Heather Snider provided a brief enrollment update, noting that enrollment is down 9% for Summer 2 and is flat for the fall semester compared to last year. Fall classes begin August 16, and the College is on track to meet its goals.
- Mr. Chris Lewis made several announcements: The WEI graduation ceremony received great TV coverage; members of CEANCI and a group planning a manufacturing day event in October toured the ATC; a presentation of the Tech Bus was made to Rock House Kids; the Tech Bus was well received at City Market on June 4; Dr. Haynie, the ICCB/WEI grant representative, toured the ATC, Stenstrom Center and Buckbee. Mr. Lewis also announced that he has been appointed to the American Association of Community Colleges (AACC) Commission on Economic and Workforce Development for 7/1/21 to 6/30/22.

3. Trustee Comments

- Trustee Gorski encouraged all to attend the Heritage Days parade in Belvidere.
- Trustee Kearney congratulated the RVC sports teams for their academic and athletic performance.

- Trustee Cudia asked who is the RVC contact to discuss starting a community/RVC soccer league. Dr. Spearman indicated that Athletic Director Darin Monroe is the contact.
- Trustee Trojan commented that he met Molly Spears, a nurse at Swedish American Hospital, who was on the 207-18 softball team and was very complimentary of Coach Darin Monroe.
- Board Chair Funderburg commented that he enjoyed the College's great celebration for the national champion athletes. He also thanked Police Chief Rick Jenks for his leadership and hard work during the COVID pandemic.
- At 6:32 p.m., Trustee John Nelson arrived. Trustee Nelson reminded all to get vaccinated. He added that the administration needs trustees' loyalty and support.

Trustee Nelson commented that he would like to discuss changing the start time of the Committee of the Whole meetings from 6:30 p.m. to an earlier time such as 5:30 p.m.

Trustee Gorski then made a motion, seconded by Trustee Kearney, to change the start time of the July Committee of the Whole from 6:30 p.m. to 5:30 p.m. During discussion, Trustee Soltow indicated that due to her work schedule, she could not attend a 5:30 start time in the summer but could be available at 5:30 p.m. during the winter.

Discussion continued about moving the meeting day from the second Monday of the month to the second Tuesday of the month. Trustee Gorski then withdrew his motion. Following further discussion, a motion was made by Trustee Kearney, seconded by Trustee Trojan, to hold the next Committee of the Whole meeting on Tuesday, July 13 beginning at 5:15 p.m. and to consider changing the day and time of future Committee of the Whole meetings to the second Tuesday of the month beginning at 5:15 p.m. The motion was approved by unanimous roll call vote.

4. Student Trustee Report

Student Trustee Ms. Evelyn Molina presented a brief review of her conversations with multiple students regarding the benefits of taking summer classes. Explore RVC events have been held every other Thursday and include information on admissions, financial aid, career services and registration. Molina also attended the national champions softball and soccer celebration, noting that she loved seeing how the teams support each other. Because she was an online student all last year during the COVID-19 pandemic restrictions, this was her first time in the Physical Education Center (PEC).

5. RVC Foundation Liaison Report

Trustee Trojan reported that the RVC Foundation Board did not meet this month.

6. Freedom of Information Act (FOIA) Report

The Freedom of Information Act (FOIA) report was accepted as presented.

Adjourn to Closed Session

A second closed session was not held.

Next Meeting

The next Committee of the Whole meeting will be held Tuesday, July 13, 2021 at 5:15 p.m. via remote teleconference.

The next Regular meeting will be held Tuesday, July 27, 2021 at 5:15 p.m. via remote teleconference or in the Educational Resource Center, Room 0214 known as the Performing Arts Room depending upon the Illinois Governor's Executive Order applicable to that date.

Adjournment

At 6:53 p.m., a motion was made by Trustee Gorski, seconded by Trustee Kearney, to adjourn the meeting. The motion was approved by unanimous voice vote.

Submitted by Ann Kerwitz

Robert Trojan, Secretary

Jarid Funderburg, Chairperson

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

**Board of Trustees Special Meeting
Saturday, June 26, 2021, 9:30 a.m.**

MINUTES

On May 28, 2021 Governor Pritzker issued the seventeenth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e) (4), this meeting will be held without the physical presence of a quorum at the meeting location.

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

*Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/98735668595?pwd=V2paSjFJUGtqTGNTsSzNUcGtQUdewQT09> or by phone at 312-626-6799 using Meeting ID: 987 3566 8595; **Passcode:** 767518. The meeting will include an opportunity for public comment. Members of the public who would like to make a public comment may submit their public comment to RVC-BoardPC@rockvalleycollege.edu by 7:30 a.m. on June 26, 2021. Public comments will be announced during the public comment portion of the meeting.*

Call to Order

The Special meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via remote video conference on Saturday, June 26, 2021 at 9:30 a.m. Board Chair Jarid Funderburg called the meeting to order.

Roll Call

The following trustees were present:

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

The following trustee was absent: Ms. Crystal Soltow

Also in attendance: Dr. Howard Spearman, President; Mr. Ron Geary, Vice President Academic Affairs and Campus Safety; Mr. Jim Handley, Vice President Human Resources; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Ms. Ellen Olson, Executive Director Finance/Interim Chief Financial Officer; Dr. Amanda Smith, Associate Vice President Liberal Arts and Adult Education; Ms. Kathy Jones, Purchasing Manager; Ms. Ann

Kerwitz; Assistant to the President; Ms. Kris Fuchs, Assistant to the President; Attorney Joe Perkoski, Robbins Schwartz; Attorney Matt Gardner, Robbins Schwartz.

Communications and Petitions

There were no communications and petitions or public comments received.

Adjourn to Closed Session

At 9:31 a.m., a motion was made by Trustee Trojan, seconded by Trustee Gorski, to adjourn to closed session to discuss collective negotiating matters per Section 2 (c) (2) in accordance with the Illinois Open Meetings Act. The motion was approved by unanimous roll call vote.

Reconvene Open Session

At 10:03 a.m., a motion was made by Trustee Funderburg, seconded by Trustee Kearney, to adjourn the closed session and reconvene to open meeting. The motion was approved by unanimous roll call vote.

Action Items

1. BR #7820 – Purchase Report #764 FY2022 Advanced Technology Center (ATC) Purchases

A motion was made by Trustee Funderburg, seconded by Trustee Kearney, to approve Board Report 7820, Purchase Report #764.

Board Chair Funderburg explained that he spent two to three hours with former trustee Patrick Murphy and Mr. Richard Becker, ATC consultant, discussing the merits of this purchase of additional lathes and mills for the Advanced Technology Center. Mr. Murphy was present and answered trustees' questions.

- Murphy and Becker have met with RVC staff and recommend adding more machines to reduce the student/machine ratio. Becker has taught CNC machining in Wisconsin for 11 years and has reduced class size from 22-24 to 14. RVC's initial class size is 24.
- More machines will allow more hands-on learning for students, which will strengthen their knowledge so they can find employment sooner. The program can be sustained with fewer students.
- The program should be expanded to 32 weeks.
- The equipment will also be used for non-credit courses and customized training.
- The number of students in the program is still unknown. A marketing plan and articulation agreements will be developed, as well as an internal plan so that students can move from non-credit to credit programs.
- An additional instructor will be hired so there will be two instructors on the floor at any given time.
- Mr. Becker has advised delaying the opening until all equipment is received.

- This equipment is reasonably priced, and there are recovery options if not enough students enter the program. A local distributor is working with the College so that the ATC becomes their equipment “showroom.”
- The mechatronics program needs to be reviewed and improved.
- Should the ACT be a separate entity? May be a topic for possible future discussion.

Following discussion, Board Chair Funderburg called for a vote. The motion was approved by unanimous roll call vote.

Next Meeting

The next Regular meeting will be held July 27, 2021 at 5:15 p.m. via teleconference or in-person in the Performing Arts Room (PAR) of the Educational Resources Center (lower level) depending on the Illinois Governor’s Executive Order.

Adjournment

There being no further business to come before the Board, at 10:30 a.m., a motion to adjourn was made by Trustee Kearney, seconded by Trustee Trojan. The motion was approved by unanimous voice vote.

Submitted by Ann Kerwitz

Robert Trojan, Secretary

Jarid Funderburg, Board Chair

Claims Sheet #788

Recommendation:

It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register for the period from June 1, 2021 to June 30, 2021.

The total is \$2,599,238.01.

Howard J. Spearman, Ph.D.
President

Attachments

Board Approval: _____
Secretary, Board of Trustees

Purchase Report #765 A – FY22 Purchases

Recommendation: Board approval for items marked with asterisk

A. Scholarships – ((External) Private Donor Scholarships)

Northern Illinois University DeKalb IL

\$80,000.00*(1)

1. This is for the funds being sent to Northern Illinois University (NIU) for the engineering scholarship awards through Rock Valley College Foundation's Engineering Our Future Campaign. The scholarships are from donor dollars given to support students in the 3rd and 4th years of the NIU@RVC Program.

FY22 Foundation Pass through Expense

B. Charter Bus Service – (Auxiliary Enterprise Funds)

Windstar Carroll IA

NOT TO EXCEED \$100,000.00*(2)

2. This is for the Charter Bus Service for the Rock Valley College Athlete Teams for the period August 1, 2021 through June 30, 2022. The amount requested does not include the Regional Game Travel costs as those dates and places are unknown at this time. This is the first of two one-year renewals against Bid# 20-02.

FY22 Budgeted Expense

C. Software – (HEERF: General Institutional Expenses)

Blackboard Ally Reston VA

\$24,500.00*(3)

3. This software program focuses on making digital content more accessible to the students by giving faculty the ability to generate alternative formats including refreshable braille displays for students to utilize. Funding for this purchase will be covered by the Higher Education Emergency Relief Fund II / Higher Education and Coronavirus Response and Relief Supplemental Appropriations Act (HEERF CRRSAA).

FY22 Grant Expense

Purchase Report #765 A – FY22 Purchases

D. Printing – (Auxiliary Enterprise Funds)

Action Printing Fond du Lac WI

\$23,210.00*(4)

4. This expense is for the printing of the Fall 2021 Community Education/Whiz Kids class schedule booklet to be mailed to all Winnebago and Boone County Households. The cost of printing this schedule booklet will count toward and reduce the Fiscal Year 2022 advertising contract requirement of \$100,000.00 spend with the Rockford Register Star due to both companies falling under Gannett Company umbrella. Based upon Legal review, the current recommendation is not to use HEERF Funds. However, the College has also received a verbal opinion from the Auditors that it would comply in the spirit of the HEERF funds and could be used. The College is currently pursuing written documentation. In addition, a request has been sent to our HEERF fund Program Manager at the Department of Education for authorization. If Rock Valley College receives approval from the Department of Education to use HEERF funds for the printing, the Board will be notified.

FY22 Budgeted Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report #765 A – FY22 Purchases

Recommendation: Board approval for items marked with asterisk

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Northern Illinois University DeKalb IL **\$80,000.00*(1)**

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FY22 Foundation Pass through Expense

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FY22 Budgeted Expense

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FY22 Grant Expense

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Purchase Report #765 A – FY22 Purchases

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Deleted: HEERF: General Institutional Expenses

Action Printing Fond du Lac WI \$23,210.00*(4)

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FY22 Budgeted Expense

Deleted: Funding for this expense will be covered by the Higher Education Emergency Relief Fund II / Higher Education and Coronavirus Response and Relief Supplemental Appropriations Act (HEERF CRRSAA).

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Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Change Orders

Recommendation: Board approval for items marked with asterisk

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

Stenstrom & Sons Construction Rockford IL

\$ 24,153.00(1)*

1. Change Order #11 is for revisions to door hardware and locks (PR-004). This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL

\$1,433.00(2)*

2. Change Order #18 is for the saw cutting and patching of the floor at the front entrance. This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL

\$823.00(3)*

3. Change Order #24 is for the revision to the IT network rack, additional data port and plywood on the walls for mounting the equipment. This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL

<\$1,247.00> (4)*

4. Change Order #30 is a credit for eliminating of the floor finish in the Truck Driver Training waiting area. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)**Change Orders**E. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$13,988.00(5)***

5. Change Order #31 is for vinyl plank flooring for the front lobby. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

F. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****<\$3,705.00> (6)***

6. Change Order #32 is a credit for eliminating the installation of lockers. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

G. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$1,615.00(7)***

7. Change Order #33 is to remove existing conduit stubs on exterior front wall from old signage. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

H. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$946.00(8)***

8. Change Order #34 is for skim coating of the front vestibule walls to minimize different textures. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)**Change Orders**I. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$1,553.00(9)***

9. Change Order #35 is for five (5) access panels in restrooms 1601 and 1603. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

J. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$2,054.00(10)***

10. Change Order #36 is new diffuser and grills in restrooms 1601 and 1603 because of new hard ceiling. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

K. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****<\$1,503.00> (11)***

11. Change Order #37 is a credit for eliminating the welding gas shut off valves which are now being provided by Praxair. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

L. Advanced Technology Center – (Operations & Maintenance Fund: ATC)**Stenstrom & Sons Construction Rockford IL****\$3,296.00(12)***

12. Change Order #38 is for the replace of a large number of couplings on the existing sprinkler system that were leaking. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Change Orders

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

Stenstrom & Sons Construction Rockford IL \$7,350.00(13)*

13. Change Order #39 is for the demolition of curbing and installation of a new Americans with Disabilities Act (ADA) ramp and crosswalk for the bus stop. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL \$23,467.00(14)*

14. Change Order #40 is for the installation of a 10x10 overhead door on the exterior wall of the CNC Lab. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL \$832.00(15)*

15. Change Order #41 is to remove five (5) old additional electrical boxes no longer in use in office 1139. Price also includes patching and painting of the area. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Change Orders

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

Stenstrom & Sons Construction Rockford IL

\$149.00(16)*

16. Change Order #42 is to provide electrical receptacles to each IT rack for the Uninterruptible Power Supply (UPS) system. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Deleted: XXXX

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Deleted: 1

Change Orders

Recommendation: Board approval for items marked with asterisk

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

Stenstrom & Sons Construction Rockford IL

\$ 24,153.00(1)*

Deleted: 24,513.00

1. Change Order #11 is for revisions to door hardware and locks (PR-004). This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL

\$1,433.00(2)*

2. Change Order #18 is for the saw cutting and patching of the floor at the front entrances. This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL

\$823.00(3)*

3. Change Order #24 is for the revision to the IT Network rack, additional data port and plywood on the walls for mounting the equipment. This will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL

<\$1,247.00> (4)*

4. Change Order #30 is a credit for eliminating of the floor finish in the Truck Driver Training waiting area. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

Deleted: XXXX

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Deleted: 1

Change Orders

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

Stenstrom & Sons Construction Rockford IL \$13,988.00(5)*

5. Change Order #31 is for Vinyl Plank flooring for the front lobby. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL <\$3,705.00> (6)*

6. Change Order #32 is a credit for eliminating the installation of lockers. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL \$1,615(7)*

7. Change Order #33 is to remove existing conduit stubs on exterior front wall from old signage. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL \$946.00(8)*

8. Change Order #34 is for Skim Coating of the front vestibule walls to minimize different textures. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

Deleted: XXXX

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Deleted: 1

Change Orders

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

Stenstrom & Sons Construction Rockford IL \$1,553.00(9)*

9. Change Order #35 is for five (5) access panels in restrooms 1601 and 1603. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL \$2,054.00(10)*

10. Change Order #36 is new diffuser and grills in restrooms 1601 and 1603 because of new hard ceiling. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL <\$1,503.00> (11)*

11. Change Order #37 is a credit for eliminating the welding gas shut off valves which are now being provided by Praxair. This credit will be applied against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL \$3,296.00(12)*

12. Change Order #38 is for the replace of a large number of couplings on the existing sprinkler system that were leaking. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

Deleted: XXXX

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Deleted: 1

Change Orders

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

Stenstrom & Sons Construction Rockford IL \$7,350.00(13)*

13. Change Order #39 is for the demolition of curbing and installation of a new Americans with Disabilities Act (ADA) ramp and Crosswalk for the bus stop. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: 1

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

Stenstrom & Sons Construction Rockford IL \$23,467.00(14)*

14. Change Order #40 is for the installation of a 10x10 overhead door on the exterior wall of the CNC Lab. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

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

Stenstrom & Sons Construction Rockford IL \$832.00(15)*

15. Change Order #41 is to remove five (5) old additional electrical boxes no longer in use in office 1139. Price also includes patching and painting of the area. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Deleted: XXXX

Purchase Report #765 B - FY22 Advanced Technology Center (ATC)

Deleted: 1

Change Orders

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

Stenstrom & Sons Construction Rockford IL \$149.00(16)*

16. Change Order #42 is to provide electrical receptacles to each IT rack for the Uninterruptible Power Supply (UPS) system. This expense will be drawn against the construction allowance approved on Board Report#7774/Purchase Report#757 B and will not increase the overall total of the project.

FY22 Budgeted Expense

Howard J. Spearman, Ph. D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report #765 C – FY22 Emergency Purchase

Recommendation: Board approval for items marked with asterisk

A. Maintenance Services– (Maintenance Services: Building, Boiler House)

Helm Service Freeport IL

\$46,695.00*(1)

1. The air conditioning unit in the Print Services work room in the Support Services Building (SSB) stopped working and is beyond repair. The unit is old and parts are no longer available, as well as containing R-22 refrigerant which is no longer acceptable per the U.S. Environmental Protection Agency (EPA). The quote includes new connections, rework of duct work, drains, piping, electrical labor, parts and the recovery of the refrigerant from the existing unit.

FY22 Budgeted Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Board Personnel Report #748

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

A. APPOINTMENTS

Robert Srygler, General Biology Instructor, Temporary Full-Time (TFT) Faculty, Lane 7, Step 3, \$69,270 effective August 16, 2021.

Adam Hayashi, Biology Instructor, Temporary Full-Time (TFT) Faculty, Lane 7, Step 17, \$74,270 effective August 16, 2021.

Krista Hoecherl, Biology Instructor, Full-Time Faculty, Lane 2, Step 0, \$57,370 effective August 16, 2021.

Jeff Petty, Welding Technology Instructor, Full-Time Faculty, Lane 1, Step 5, \$59,991 effective August 16, 2021.

William Isham, Welding Technology Instructor, Temporary Full-Time (TFT) Faculty, Lane 1, Step 8, \$60,991 effective August 16, 2021.

Fredrick James Brun, Accounting Instructor, Temporary Full-Time (TFT) Lane VII, Step 23, \$74,270 effective August 16, 2021.

Jennifer Thompson, Executive Director of College Communications, Full-Time (ADM), \$98,000 to be prorated for the balance of the calendar year, effective August 23, 2021.

Cheryl Gregorek, Enterprise Systems Manager, Full-Time, (ADM), \$80,000, to be prorated for the balance of the calendar year, effective August 2, 2021.

Ron Handley, Interim Infrastructure and Systems Support Manager, Full-Time, (ADM), \$60,957 to be prorated for the balance of the calendar year, effective July 28, 2021.

B. DEPARTURES

Tiana McCall, Executive Director of Workforce Equity Initiative, Full-Time (ADM), resigned effective July 26, 2021.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Deleted: __

Board Personnel Report #748

Deleted: __

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

A. APPOINTMENTS

Robert Srygler, General Biology Instructor, Temporary Full-Time (TFT) Faculty, Lane 7, Step 3, \$69,270, effective August 16, 2021.

Deleted:

Deleted: prorated for the balance of the fiscal year

Adam Hayashi, Biology Instructor, Temporary Full-Time (TFT) Faculty, Lane 7, Step 17, \$74,270, effective August 16, 2021.

Deleted:

Deleted: prorated for the balance of the fiscal year

Krista Hoecherl, Biology Instructor, Full-Time Faculty, Lane 2, Step 1, \$58,370, effective August 16, 2021.

Deleted:

Deleted: prorated for the balance of the fiscal year

Jeff Petty, Welding Technology Instructor, Full-Time Faculty, Lane 1, Step 5, \$59,991, effective August 16, 2021.

Deleted:

Deleted: prorated for the balance of the fiscal year

William Isham, Welding Technology Instructor, Temporary Full-Time (TFT) Faculty, Lane 1, Step 8, \$60,991, effective August 16, 2021.

Deleted:

Deleted: prorated for the balance of the fiscal year

Frederick James Brun, Temporary Full-Time (TFT) Accounting Instructor, Lane VII, Step 23, \$74,270 effective August 16, 2021.

Jennifer Thompson, Executive Director of College Communications, Full-Time (ADM) \$98,000 to be prorated for the balance of the calendar year, effective August 23, 2021.

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Cheryl Gregorek, Enterprise Systems Manager, Full-Time (ADM), \$80,000, to be prorated for the balance of the calendar year, effective August 2, 2021.

Deleted: position with benefits, exempt, \$70,836-\$98,542

Deleted: fiscal year

Ron Handley, Interim Infrastructure and Systems Support Manager, Full-Time (ADM), \$60,957 to be prorated for the balance of calendar year, effective July 28, 2021.

Deleted: ____.

B. DEPARTURES

Tiana McCall, Executive Director of Workforce Equity Initiative, Full-Time (ADM), resigned effective July 26, 2021.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**2021-2022 Dual Credit Memorandum of Understanding
Between Boylan Catholic High School and Rock Valley College**

BACKGROUND:

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

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Memorandum of Understanding between Rock Valley College and Boylan Catholic High School beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Memorandum of Understanding – Boylan Catholic HS

Dual Credit
Memorandum of Understanding between
Rock Valley College and Boylan Catholic High School

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 9th day of June, 2021 between Boylan Catholic High School ("School District"), located at 400 St. Francis Drive, Rockford, Illinois 61103 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

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

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

- d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;
- e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
- h. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
- i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- j. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
- k. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
- l. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;

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

- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
- b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;

- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Review this MOU annually for accuracy and pricing; and
 - j. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
 11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
 12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.

13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

Michael M. KAGAN

Michael M. Kagan 6/9/21
High School Superintendent Date

_____ Date
Rock Valley College President

_____ Date
Board of Education

_____ Date
Rock Valley College Board of Trustees

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Boylan Catholic High School dual credit effective during this agreement: ART 131 Introduction to Visual Arts.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

**2021-2022 Dual Credit Memorandum of Understanding
Between Oregon School District #220 and Rock Valley College**

BACKGROUND:

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

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Memorandum of Understanding between Rock Valley College and Oregon Community Unit School District #220 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Memorandum of Understanding – Oregon CUSD #220

Dual Credit
Memorandum of Understanding between
Rock Valley College and Oregon High School

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 21st day of June, 2021 between Oregon High School ("School District"), located at 206 South 10th Street, Oregon, Illinois 61061 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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



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

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

- d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;
 - e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
 - f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
 - g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
 - h. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
 - i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
 - j. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
 - k. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - l. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;

- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Review this MOU annually for accuracy and pricing; and
 - j. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
 11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
 12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.

13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

 _____ High School Superintendent	<i>Thomas Mahoney</i> <i>6.21.21</i> _____ Date	_____ Rock Valley College President	_____ Date
 _____ <i>Bryan Wills</i> Board of Education	<i>6.21.21</i> _____ Date	_____ Rock Valley College Board of Trustees	_____ Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Oregon High School as dual credit effective during this agreement: LIT 144 Exploring Literature: Fiction.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

**2021-2022 Dual Credit Memorandum of Understanding
Between South Beloit School District #320 and Rock Valley College**

BACKGROUND:

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

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Dual Credit Memorandum of Understanding between Rock Valley College and South Beloit Community Unit School District #320 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Memorandum of Understanding – South Beloit CUSD #320

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

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 8th day of June, 2021 between South Beloit Community Unit School District ("School District"), located at 850 Hayes Avenue, South Beloit, Illinois 61080 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

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

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

- d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;
 - e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
 - f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
 - g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
 - h. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
 - i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
 - j. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
 - k. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - l. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;

- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Review this MOU annually for accuracy and pricing; and
 - j. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
 11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
 12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.

13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

Scott Fisher

Scott Fisher 6-10-21
High School Superintendent Date

Rock Valley College President Date

Scott Bonnet

Scott M. Bonnet 6/8/21
Board of Education Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at South Beloit Community Unit School District as dual credit effective during this agreement: ENG 101 Composition I, and ENG 103 Composition II.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

**2021-2022 Linking Talent with Opportunity Memorandum of Understanding
between Belvidere District 100 and Rock Valley College**

BACKGROUND:

Through the Linking Talent with Opportunity grant Rock Valley College received from the Community Foundation of Northern Illinois, Rock Valley College hired two Pathway Coordinators at the end of the spring 2018 semester to collaborate with our regional school districts to implement pathways at the high school, and assist students with transitioning to Rock Valley College upon high school graduation.

The Linking Talent with Opportunity pathways initiative with high schools in Rock Valley College's district is designed to provide qualified students the opportunity to enroll in dual credit classes at the high school in designated career and technical education pathways. These pathway courses lead to advance standing for certificate and degree opportunities. Furthermore, this pathway initiative will facilitate the transition of students from secondary coursework into Rock Valley College.

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Belvidere District 100 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Linking Talent with Opportunity Memorandum of Understanding – Belvidere CUSD #100

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

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 10th day of ~~May~~^{21st} ~~2021~~^{June} between Belvidere School District ("School District"), located at 1201 5th Ave, Belvidere, Illinois 61008 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

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

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

articulated credit course. Dual credit course rosters will be used for Rock Valley College course registration and articulated credit course rosters will be used to track students' articulated credit eligibility;

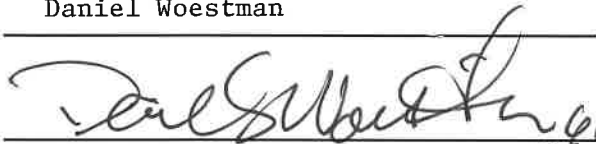
- e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- f. Send verified articulated credit course rosters via the shared Google Sheet within 30 days after the high school start date;
- g. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- h. Ensure that School District Articulated Credit Instructors submit high school course syllabus with identified learning outcomes and samples of class assignments, projects, and exams to Early College Department for review, and utilize the approved syllabus, appropriate textbooks, resources, and RVC approved final project or exam (if necessary) for each course as agreed upon by School District and Rock Valley College;
- i. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
- j. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
- k. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- l. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
- m. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
- n. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;

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

- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
 - c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Award appropriate college credit and record a 'T' grade on students' permanent college transcripts for students who earn a final grade of 'A' or 'B' in an articulated credit course listed in Appendix A and following the procedures outlined in Appendix D;
 - j. Review this MOU annually for accuracy and pricing; and
 - k. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year, with the exception of a single \$50.00 per-student enrollment fee for students enrolled in MEC 110, MEC 130 and MEC 140. Rock Valley College will also waive associated student fees for these courses.
9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.


10. Dual credit will be awarded to District 100 students who complete MEC 110, MEC 130, and MEC 140 with the understanding that District 100 and Rock Valley will work collaboratively to align the competencies of these courses.
11. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
12. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
13. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit, as referenced in Appendixes A and D.
14. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

Daniel Woestman



High School Superintendent

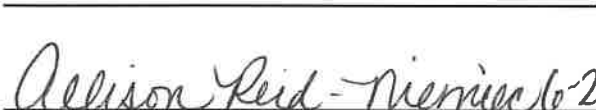
Date



Rock Valley College President


Date

Allison Reid-Niemiec



Board of Education

Date



Rock Valley College Board of Trustees

Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Belvidere School District as dual credit effective during this agreement: ATG 110 Financial Accounting, ATM 106 Advanced Automotive Technology, MEC 110 Electrical Systems I, MEC 130 Robotics and Automation I, MEC 140 Advanced Manufacturing I, PCT 110 Network Essentials, and PCT 270 Introduction to UNIX/Linux.

Articulated Credit Courses

The following Belvidere School District courses are eligible for Rock Valley College articulated credit: Automotive Technology; credit for ATM 105 awarded upon successful completion of ATM 106. Computer Applications; credit for CIS 102 awarded upon successful completion of 3 credits of any CIS, PCT, or WEB. DC Networking and Coding; credit for PCT 262 awarded upon successful completion of PCT 110 or PCT 270. Human Disease and Medical Terminology; credit for HLT 110 awarded upon successful completion of NAD 101 OR 6 credits of BIO. Intro to Drafting; credit for MET 100 awarded upon successful completion of MET 110 or MEC 130 and MEC 110 and MEC140. RVC and D100 will be working through-out the 2021-2022 school year to add additional articulated courses, and to develop projects and assessments that could be used to award credit for articulated courses.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

Appendix D Articulated Credit Policy & Procedures

1. School District communicates intent to offer articulated credit course approximately 18 months prior to offering, but no later than 6 months before start of intended school year, and adds course information to the shared District and RVC Google Sheet.
2. High school instructor submits syllabus, textbook, and samples of assignments, tests and projects to Early College for review. Updated information must be submitted annually.
3. Rock Valley College will determine approval of the course and it will be added to Appendix A of the MOU.
4. District verifies high school rosters within 30 days from the start of the high school class via the shared Google Sheet between School District and College.
5. Students in articulated courses complete a Rock Valley College Enrollment form immediately following the high school roster verification.
6. High School provides official, verified high school final grading roster to Early College upon completion of the course.
7. Students who earn an 'A' or 'B' in the high school course will be eligible for articulated credit upon the successful completion ('C' or better) in the subsequent course(s), as indicated in Appendix A.
 - a. Subsequent course(s), if taken as part of the high school pathway, must be enrolled in and successfully completed within two years of completing the articulated course; OR
 - b. Subsequent course(s), if taken after high school graduation, must be enrolled in and successfully completed within one year of completing the articulated course.
8. Students register for subsequent course(s) as part of dual credit offerings at the School District or in classes offered at Rock Valley College campuses.
9. RVC will transcript articulated credit upon successful completion of subsequent course(s) within timeframe given above.

**2021-2022 Linking Talent with Opportunity Memorandum of Understanding
Between Byron School District #226 and Rock Valley College**

BACKGROUND:

Through the Linking Talent with Opportunity grant Rock Valley College received from the Community Foundation of Northern Illinois, Rock Valley College hired two Pathway Coordinators at the end of the spring 2018 semester to collaborate with our regional school districts to implement pathways at the high school, and assist students with transitioning to Rock Valley College upon high school graduation.

The Linking Talent with Opportunity pathways initiative with high schools in Rock Valley College's district is designed to provide qualified students the opportunity to enroll in dual credit classes at the high school in designated career and technical education pathways. These pathway courses lead to advance standing for certificate and degree opportunities. Furthermore, this pathway initiative will facilitate the transition of students from secondary coursework into Rock Valley College.

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Byron Community Unit School District #226 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

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

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

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 17th day of June, 2021 between Byron High School ("School District"), located at 696 N. Colfax Street, Byron, Illinois 61010 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

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

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

- d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;
 - e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
 - f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
 - g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
 - h. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
 - i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
 - j. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
 - k. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - l. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;

- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Review this MOU annually for accuracy and pricing; and
 - j. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
 11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
 12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.

13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

Burt Burt

High School Superintendent

6/17/21
Date

Rock Valley College President

Date

Christina McInerney

Board of Education

6/17/21
Date

Rock Valley College Board of Trustees

Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Byron High School as dual credit effective during this agreement: ATG 110 Financial Accounting, BUS 130 Entrepreneurship Principles, CIS 102 Introduction to Computers and Information Systems, EDU 224 Introduction to Education, ENG 101 Composition I, HST 141 Western Civilization I, MTH 220 Elements of Statistics, NAD 101 Nursing Aide, and STU 103 Workplace Ethics.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

**2021-2022 Linking Talent with Opportunity Memorandum of Understanding
Between Meridian School District #223 and Rock Valley College**

BACKGROUND:

Through the Linking Talent with Opportunity grant Rock Valley College received from the Community Foundation of Northern Illinois, Rock Valley College hired two Pathway Coordinators at the end of the spring 2018 semester to collaborate with our regional school districts to implement pathways at the high school, and assist students with transitioning to Rock Valley College upon high school graduation.

The Linking Talent with Opportunity pathways initiative with high schools in Rock Valley College's district is designed to provide qualified students the opportunity to enroll in dual credit classes at the high school in designated career and technical education pathways. These pathway courses lead to advance standing for certificate and degree opportunities. Furthermore, this pathway initiative will facilitate the transition of students from secondary coursework into Rock Valley College.

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Meridian Community Unit School District #223 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Linking Talent with Opportunity Memorandum of Understanding – Meridian CUSD #223

**Linking Talent with Opportunity Program ("LTO") Dual Credit
Memorandum of Understanding between
Rock Valley College and Meridian School District 323**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 3rd day of June, 2021 between Meridian School District 323 ("School District"), located at 207 W. Main Street, Stillman Valley, Illinois 61084 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

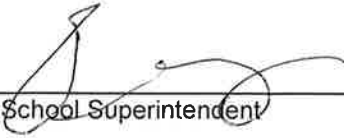
NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

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

- d. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit course. Dual credit course rosters will be used for Rock Valley College course registration;
 - e. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
 - f. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
 - g. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
 - h. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
 - i. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
 - j. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
 - k. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;
 - l. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;

- c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Review this MOU annually for accuracy and pricing; and
 - j. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
 7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.
 8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
 9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
 10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
 11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
 12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit.

13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.

 6-7-21
High School Superintendent Date

Rock Valley College President Date

 6/3/21
Board of Education Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Meridian School District as dual credit effective during this agreement: CIS 102 Introduction to Computers and Information Systems, HLT 110 Medical Terminology, MTH 135 Calculus and MTH 220 Elements of Statistics.

Appendix B

Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

**2021-2022 Linking Talent with Opportunity Memorandum of Understanding
Between Winnebago School District #323 and Rock Valley College**

BACKGROUND:

Through the Linking Talent with Opportunity grant Rock Valley College received from the Community Foundation of Northern Illinois, Rock Valley College hired two Pathway Coordinators at the end of the spring 2018 semester to collaborate with our regional school districts to implement pathways at the high school, and assist students with transitioning to Rock Valley College upon high school graduation.

The Linking Talent with Opportunity pathways initiative with high schools in Rock Valley College's district is designed to provide qualified students the opportunity to enroll in dual credit classes at the high school in designated career and technical education pathways. These pathway courses lead to advance standing for certificate and degree opportunities. Furthermore, this pathway initiative will facilitate the transition of students from secondary coursework into Rock Valley College.

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

Appendix A notes the courses planned to be taught at the District as dual credit for the 2021-2022 academic year.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Linking Talent with Opportunity Memorandum of Understanding between Rock Valley College and Winnebago Community Unit School District #323 beginning August 1, 2021, and ending June 30, 2022.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachments: Linking Talent with Opportunity Memorandum of Understanding – Winnebago CUSD #223

**Linking Talent with Opportunity Program ("LTO") Dual Credit
Memorandum of Understanding between
Rock Valley College and Winnebago School District 323**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 21ST day of JUNE, 2021 between Winnebago School District 323 ("School District"), located at 304 East McNair Road, Winnebago, Illinois 61088 and Rock Valley College, located at 3301 N. Mulford Road, Rockford, Illinois 61114 (collectively, the "Parties").

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

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

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

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

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

- d. Follow the procedures outlined in Appendix D for articulated credit courses which is attached hereto and incorporated herein;
- e. Collaborate with Rock Valley College Early College Department on a shared Google Sheet to track students' completed Enrollment Forms and submit course rosters for each dual credit and articulated credit course. Dual credit course rosters will be used for Rock Valley College course registration and articulated credit course rosters will be used to track students' articulated credit eligibility;
- f. Send Rock Valley College initial dual credit course rosters via the shared Google Sheet, in May for the fall semester and October for the spring semester, and verify final rosters within 2 weeks after the high school start date;
- g. Send verified articulated credit course rosters via the shared Google Sheet within 30 days after the high school start date;
- h. Ensure that School District Dual Credit Instructors follow Rock Valley College's master course syllabus with identified learning outcomes for each course, and utilize appropriate textbooks for each course as agreed upon by School District and Rock Valley College;
- i. Ensure that School District Articulated Credit Instructors submit high school course syllabus with identified learning outcomes and samples of class assignments, projects, and exams to Early College Department for review, and utilize the approved syllabus, appropriate textbooks, resources, and RVC approved final project or exam (if necessary) for each course as agreed upon by School District and Rock Valley College;
- j. Be responsible for School District Dual Credit Instructors submitting a final instructor course syllabus to the Rock Valley College Early College Department by the end of the first week of class each semester;
- k. Be responsible for School District Dual Credit Instructors collaborating with Early College department to submit, throughout the course term, samples of assignments, projects, and tests being used within the classroom to ensure student learning outcomes are met and the ability of the instructor to deliver quality, rigorous college credit coursework;
- l. Require all first-time School District Dual Credit Instructors to attend Dual Credit Instructor bootcamps and other related meetings hosted by Rock Valley College to discuss dual credit processes and procedures;
- m. Require all School District Dual Credit Instructors to complete the following steps in Rock Valley College Online Services, in accordance with the calendar dates determined by Rock Valley College and as outlined in Appendix C, which is attached hereto and incorporated herein: Rock Valley College Enrollment Verification ("EVR"), midterm grades, and final grades, which become part of each student's official college record;
- n. Distribute on the first day of class, the instructor course syllabus to each student registered in a dual credit section;

- o. Ensure that all students enrolled in dual credit sections meet Rock Valley College course prerequisites and placement requirements or are concurrently enrolled in transitional courses, remedial courses, or receiving a mutually agreed upon academic intervention;
5. It is further agreed upon by the Parties that Rock Valley College will:
- a. Provide courses from Illinois Community College Board ("ICCB") approved programs;
 - b. Provide the School District with copies of all official college credit master course syllabi which contain course descriptions, prerequisites, learning outcomes, course requirements, and methods of evaluation for courses referenced in Appendix A;
 - c. Follow the Curriculum Development, Feedback and Approval procedure outlined in Appendix B;
 - d. Provide the School District with a list of the current approved textbooks for dual credit courses being taught at the School District;
 - e. Review the resume and transcripts of any School District Dual Credit Instructor recommended by the School District to teach a dual credit course to ensure compliance with Illinois Community College Board and Rock Valley College qualifications to teach dual credit requirements;
 - f. Provide the School District with all appropriate forms, including but not limited to a copy the academic calendar, registration forms, certified class lists, and final grade reports;
 - g. Provide guidance on appropriate placement of students using multiple measures;
 - h. Award appropriate college credit and record student grades on a permanent college transcript which will be maintained by Rock Valley College;
 - i. Award appropriate college credit and record a 'T' grade on students' permanent college transcripts for students who earn a final grade of 'A' or 'B' in an articulated credit course listed in Appendix A and following the procedures outlined in Appendix D;
 - j. Review this MOU annually for accuracy and pricing; and
 - k. Host an annual meeting in March between the School District and College to discuss dual credit matters and renewal of agreements.
6. School District will provide at their cost a School District Dual Credit Instructor who is qualified to deliver dual credit instruction in compliance with the Illinois State Board of Education ("ISBE"), ICCB, and the Higher Learning Commission ("HLC") and will provide at its cost appropriate academic support to participating students to ensure delivery of quality instruction.
7. School District will provide associated instructional costs such as instructional materials and supplies, as needed.

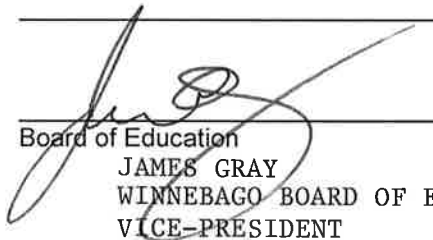
8. Rock Valley College will charge a per-student enrollment fee of \$50.00 for each dual credit course for the 2021-2022 academic year and will waive associated student fees.
9. By Rock Valley College waiving associated student fees, the participating student will not be eligible for utilization of Rock Valley College student organizations and select student support services.
10. If the School District cannot provide instructional coverage and Rock Valley College is capable, at the School District's cost, a separate agreement will need to be drafted to outline the expenses associated with Rock Valley College's instructional delivery of the dual credit course at the School District campuses.
11. Recommended modifications to this agreement will be mutually agreed upon by the Parties and shall be in writing. Such modifications will not jeopardize credit for the students currently enrolled in courses covered under this agreement.
12. For classes desired to be offered as part of a pathway but that do not have a qualified dual credit teacher or enough qualifying students enrolled, the College will determine if those courses can be offered as articulated credit and how district students will earn that credit, as referenced in Appendixes A and D.
13. This agreement will be in effect August 1, 2021 and end on June 30, 2022.



JOHN SCHWUCHOW
High School Superintendent

6/21/2021
Date

Rock Valley College President Date



Board of Education
JAMES GRAY
WINNEBAGO BOARD OF EDUCATION
VICE-PRESIDENT

6/21/2021
Date

Rock Valley College Board of Trustees Date

Appendix A Dual Credit Courses

The following Rock Valley College courses will be offered at Winnebago School District as dual credit effective during this agreement: BIO 103, Introductory Life Science; BIO 104, Introductory Life Science Lab; ENG 101, English Composition; MTH 135, Calculus W/Analytic Geometry; and MTH 220, Elements of Statistics.

Articulated Credit Courses

The following Winnebago High School courses are eligible for Rock Valley College articulated credit: Introduction to Engineering Design, Principles of Engineering, or Engineering Design and Development; credit for EGR 101 awarded upon successful completion of EGR 135.

Appendix B Curriculum Development, Feedback, and Approval

Upon being notified of intent to offer a new dual credit course in the School District, the Dean of Early College will initiate a meeting with the District contacts to discuss course logistics including the master course syllabus and text(s) and materials to be used by the dual credit instructor for course design. First-time School District Dual Credit Instructors will then submit the *Application to Teach a Dual Credit at High School Course*, and upon approval, the course offering will be confirmed and added to Appendix A of the MOU. First-time dual credit instructors will be asked to participate in Dual Credit Instructor Bootcamps where they will meet with RVC faculty and connect with other dual credit instructors to review course specific learning outcomes, college curriculum, and department assessment methods, as well as receive information from Early College about RVC EAGLE, Online Services, and dual credit policy and procedures. Returning dual credit instructors will also be invited to attend the bootcamps, if desired. All Instructors will submit their final course syllabi to Early College within the first week of their dual credit courses beginning, and throughout the course, they will provide samples of assignments, projects, and tests to demonstrate student learning outcomes are being met through quality and rigorous college coursework.

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

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

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

Appendix D Articulated Credit Policy & Procedures

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

2021-2022 Running Start Program – Durand Community Unit School District #322

BACKGROUND:

Running Start is a formal program that allows qualified students from Durand Community Unit School District #322 to attend Rock Valley College (RVC) for their junior and senior years of high school. Students may enroll in a two-year degree completion program in which students take dual credit courses that meet requirements for both a high school diploma and a Rock Valley College Associate’s Degree simultaneously, or a one-year program that meets the requirements for both a high school diploma and one year of Rock Valley College credit courses simultaneously. The Running Start program will be administered through the Early College office at Rock Valley College in conjunction with Durand School District #322.

Students selected for Running Start need to be academically and socially ready for college. Running Start provides an opportunity for students to work toward a more challenging educational environment and to excel both in high school and college; at the same time, they can still elect to participate in sports and activities, such as student government, at their high schools. The Running Start program provides students additional experiences to develop the independence, study skills, and confidence needed to succeed beyond high school and into college. The financial arrangement between Rock Valley College and Durand School District #322 requires the District to calculate the cost equivalent of tuition and fees with the assistance of the College for the courses taken per Running Start students and pay the College 25% of the cost associated with this tuition and fees calculation for students enrolling in their second year of the program. Participating students will then be financially responsible to pay the remaining balance of tuition and fees, along with covering the costs for any repeated courses and the cost of textbooks and course supplies. The District’s financial assistance is phased out per this agreement for participating students beginning their first year in the program; new participating students will be financially responsible to pay the full amount of tuition and fees and all other associated program costs.

RECOMMENDATION:

It is recommended that the Rock Valley College Board of Trustees approve the Running Start Intergovernmental Agreement with Durand Community Unit School District #322 effective July 27, 2021, the date it has been approved and fully executed by both the Board of Education of District #322 and the Board of Trustees of Rock Valley College, for classes beginning August 16, 2021.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BOARD OF EDUCATION OF DURAND HIGH SCHOOL DISTRICT NO. 322,
WINNEBAGO COUNTY, ILLINOIS
AND
BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 511,
WINNEBAGO COUNTY, ILLINOIS
FOR RUNNING START PROGRAM**

This Agreement is made and entered into by and between the Board of Education of Durand High School DISTRICT No. 322, Winnebago County, Illinois ("DISTRICT") and the Board of Trustees of Illinois Community COLLEGE DISTRICT No. 511, Winnebago County, Illinois ("COLLEGE") (together, the "Parties") in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the School Code and the Public Community COLLEGE Act.

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

WHEREAS, Running Start is a program that allows select, qualified, academically motivated students enrolled in Illinois Community COLLEGE DISTRICT 511 public high schools an opportunity to earn both their high school diploma and associate degree concurrently by attending COLLEGE full-time during their junior and/or senior years of high school; and

WHEREAS, the Parties have determined that shared commitment to Running Start goals benefits their constituencies and enhances educational opportunities for the communities they serve; and

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

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

Section 1 Incorporation of Preamble Recitals

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

Section 2 Implementation of Running Start

DISTRICT and COLLEGE agree to collaborate to implement Running Start as a joint program, administered jointly by Rock Valley COLLEGE and Durand High School, subject to the following terms and conditions.

- A. The Parties intend to establish and offer Running Start to provide eligible DISTRICT students with full-time instruction at COLLEGE during their junior and senior years of high school in satisfaction of:
 - 1) DISTRICT's requirements for earning a high school diploma; and
 - 2) COLLEGE's requirements for earning an associate's degree.
- B. Any DISTRICT student interested in Running Start will meet with a DISTRICT high school counselor to discuss whether he/she meets the pre-selection criteria set forth in the Running Start Program Process Procedures (Appendix A). If an interested DISTRICT student meets said pre-selection criteria, he/she will follow the application process set forth in the Running Start Procedures to Fulfill Qualifications and Admissions (Appendix B).
- C. This Agreement does not cover those students who are not recruited by and identified by the DISTRICT to participate in the Running Start program.
- D. Instruction for DISTRICT students accepted into Running Start shall be provided by COLLEGE, which shall charge the DISTRICT half of the cost equivalent of tuition and fees for courses taken per student per school year for second-year Running Start students and 25% of the cost equivalent of tuition and fees for courses taken per student per school year for first-year Running Start students. The COLLEGE will then charge the remaining cost of tuition and fees directly to each individual participating student.
- E. If a DISTRICT student is not successful academically or is not meeting Running Start academic standards at the midterm grading period, COLLEGE will notify the DISTRICT Counselor within two weeks after the midterm date.
- F. At semester end, COLLEGE will provide the DISTRICT Counselor with student transcripts enrolled in Running Start.

Section 3 DISTRICT Obligations

DISTRICT will:

- A. DISTRICT will recruit eligible students to participate in Running Start.
- B. DISTRICT will ensure students who meet the free lunch or breakfast eligibility guidelines pursuant to Section 10-20.13(b) of the Illinois School Code (105 ILCS 5/10- 20.13(b)) and who are accepted into Running Start are provided equal access to Running Start

consistent with the requirements of the Illinois School Code.

- C. DISTRICT will be responsible for communicating to the COLLEGE the list of eligible and approved students for the Running Start program by the COLLEGE's annual deadline.
- D. DISTRICT will be responsible for communicating to the Running Start students and a parent or guardian the enrollment and selection of courses defined as Running Start schedules.
- E. DISTRICT will be responsible for communicating to Running Start students and their parents or a guardian in regard to resolving disputes within the overall operation of the Running Start program, including the DISTRICT Running Start selection process results and qualifications.
- F. DISTRICT will be responsible for securing COLLEGE placement test scores from students for the selection process (pursuant to Appendix 8).
- G. DISTRICT will be responsible for the pre-selection and final selection process (pursuant to Appendix 8).
- H. DISTRICT will provide the COLLEGE with no less than one and no more than two points of contact i.e. DISTRICT Counselor to ensure effective and accurate communication.
- I. DISTRICT will provide advising for high school graduation requirements to Running Start students.
- J. DISTRICT will provide all counseling services to Running Start students.
- K. DISTRICT will provide students who successfully complete Running Start with credit towards a high school diploma.
- L. DISTRICT will communicate to the DISTRICT 322 students and their parents or a guardian that they are responsible for covering textbooks, associated instructional material costs, and 75% of the tuition and fees for second-year Running Start students and 100% of the tuition and fees for first-year Running Start students.
- M. DISTRICT will calculate the cost equivalent of 25% tuition and fees for second-year Running Start students and 0% of the cost equivalent of tuition and fees for first-year students with the assistance of the COLLEGE for the courses taken per Running Start student and pay the COLLEGE the cost associated with this tuition and fees calculation.

Section 4 COLLEGE Obligations

COLLEGE will provide participating DISTRICT students with:

- A. COLLEGE will provide technology accounts for Online Services, Eagle, and RVC Mail.

- B. COLLEGE will provide a mandatory orientation, including a review of COLLEGE policies and procedures and a copy of COLLEGE's Student Handbook.
- C. COLLEGE will offer the mandatory STU 100, Planning for Success, during the summer semester preceding their fall semester enrollment. DISTRICT is responsible for half of the tuition and fees for STU 100 Planning for Success, and each individual participating Running Start student will pay the remaining cost of tuition and fees for this course.
- D. COLLEGE will provide instruction opportunities to achieve an Associate of Arts degree or an Associate in Science degree.
- E. COLLEGE will provide final grades for courses within two weeks of the completion of each semester.
- F. COLLEGE will be responsible for administering COLLEGE placement test with and for students (pursuant to Appendix B).
- G. COLLEGE will ensure that any employee or agent of COLLEGE who has direct and regular contact with participating DISTRICT students undergoes a criminal history records check.

Section 5 Participating DISTRICT Students' Obligations

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

- A. Student will complete information in the COLLEGE Acceptance Packet.
- B. Student will attend mandatory COLLEGE Running Start Orientation.
- C. Student will respond to email communication via COLLEGE Mail on a daily basis.
- D. Student will schedule an advising appointment each semester with a COLLEGE advisor and DISTRICT counselor in advance of assigned priority registration dates.
- E. Student will schedule an appointment each semester with a designated Durand High School counselor to ensure each DISTRICT student meets all requirements for Running Start and high school graduation.
- F. Student will keep all scheduled appointments.
- G. Student will adhere to COLLEGE and DISTRICT policies and procedures.
- H. Student will demonstrate qualities of integrity, honesty, civility and respect in their conduct both in and out of the classroom as noted in the COLLEGE Student Handbook.

- I. Student will meet and maintain requirements as set forth in the Running Start Academic Conduct Policies.
- J. Student will earn a cumulative grade point average of 2.5 or better or be placed on Academic Probation for one semester and be required to develop an Individual Academic Recovery Plan. Students who fail to raise their grade point average to 2.5 or higher after the Academic Probation semester may be dismissed from Running Start.
- K. Student will meet with the DISTRICT and a parent or guardian to ensure the applicable high school graduation requirements are met.

Section 6 Shared Obligations and Understandings of the Parties

- A. The DISTRICT and COLLEGE acknowledge and agree that this Agreement solely memorializes implementation of Running Start, and that there are no other promises, representations, or agreements between the Parties except as provided in this Agreement.
- B. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties.
- C. The Parties agree that their respective representatives shall use their best efforts to timely communicate with one another as needed to pursue the objectives and implementation of Running Start, and to work cooperatively to resolve any issues which may from time to time arise in the course of their collaboration. The Parties shall, not less than annually, review the provisions of this Agreement and identify any updates, as may be needed. Any such updates are subject to the requirements of Section 7.E, below.

Section 7 Miscellaneous Provisions

- A. **Effective Date.** This Agreement becomes effective upon the date as of which it has been approved and fully executed by both of the Board of Education of DISTRICT and the Board of Trustees of COLLEGE.
- B. **Term of Agreement; Non-Assignability.** This initial term of this Agreement shall commence on the Effective Date and expire automatically on June 30, 2022. This Agreement is not transferable or assignable by the Parties. There are no third party beneficiaries to this Agreement.
- C. **Termination.** Either Party shall have the right to terminate this Agreement at the end of any semester during the initial term and any extension thereof, by in whole or in part upon providing written notice of termination to the other Party at

least 30 days prior to the last day of student attendance in any such semester.

- D. **Notices.** All notice required pursuant to this Agreement shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to DISTRICT:
Durand Community Unit
DISTRICT No. 322
Att'n: Superintendent
200 West South Street
Durand, IL 61104
Facsimile: (815) 248-2599

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

with a copy to counsel:
Phil Gerner
Robbin-Schwartz
55 W. Monroe St. - Suite 800 Chicago,
IL 60603-5144
Facsimile: (815) 332-7768
Email: pgerner@robins-schwartz.com

with a copy to counsel:
Joseph J. Perkoski
Robbins-Schwartz
55 W. Monroe St. - Suite 800
Chicago, IL 60603-5144
Facsimile: (312) 332-7768
Email: jperkoski@robins-schwartz.com

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

The failure of a Party to this Agreement to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

- H. **Governing Law.** This Agreement shall be governed by and interpreted according to the


laws of the State of Illinois.

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

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

**Board of Education
Durand High School
DISTRICT No. 322
Winnebago County, Illinois**

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




President

President



Secretary

Secretary



Date

Date

APPENDIX A
DISTRICT Running Start Program Process Procedures

Pre-Selection Criteria for DISTRICT High School Students

1. Meet with the DISTRICT high school counselor regarding the selection process.
2. Must be in their high school sophomore or junior year to apply for Running Start.
3. Have a minimum 3.0 cumulative high school GPA.
4. Be on track for high school graduation by the end of the sophomore year for the 2-year program; junior year for the 1-year program.
5. Completed one year of Algebra, one year of Geometry or Integrated Math 1 and Integrated Math 2 with a grade of "B" or higher in each semester by the end of the sophomore year.
6. Completed two years of English with a grade of "B" or higher in each semester by the end of the sophomore year.
7. Completed one year of Chemistry with a grade of "B" or higher in each semester by the end of the sophomore year.
8. Have a positive recommendation from the DISTRICT high school Principal and/or Counselor.
9. Have the permission of a parent or legal guardian.
10. Work with the DISTRICT high school counselor to complete steps outlined in Appendix B.

APPENDIX B

DISTRICT Procedures to Fulfill Qualifications and Admissions

Note: "DISTRICT" refers to Durand High School DISTRICT 322. "RVC" refers to Rock Valley COLLEGE's Early COLLEGE Office.

1. DISTRICT Counselors determine list of students who are qualified.
2. DISTRICT Counselors determine who is interested in applying for the Running Start Program.
3. DISTRICT interested students complete an RVC Application for Admission.
4. DISTRICT Counselors send interested students to RVC to take the Accuplacer placement test. (RVC Application for Admission must be completed first.)
5. DISTRICT students will take the RVC Accuplacer placement test in Reading, English, and Math or submit ACT/SAT scores for possible wavier of the placement test.
6. COLLEGE Testing coordinators provide students the Accuplacer testing results.
7. DISTRICT students deliver the Accuplacer testing results to the DISTRICT Counselor.
8. DISTRICT Counselors review and determine if students are ready for COLLEGE coursework as part of the RVC Running Start Program based on Accuplacer scores.
9. DISTRICT staff will place student's data into a shared file that is compatible with MS Excel format. The file will include the RVC Student ID for each student and specify all students who are qualified based on DISTRICT selection criteria.
10. DISTRICT submits file of qualified students to RVC.
11. RVC generates an Accuplacer test results report based on the RVC student ID's provided to COLLEGE by DISTRICT.
12. RVC compiles the Accuplacer test results that describes college readiness based on the Accuplacer Test scores. The Accuplacer test results data will indicate all DISTRICT students who are qualified and not qualified for Running Start based on Accuplacer scores. RVC will send the report to DISTRICT to complete the DISTRICT selection process.
13. After DISTRICT selection process is conducted, DISTRICT will send final and approved DISTRICT Running Start student list to RVC.
14. RVC sends acceptance packet to DISTRICT students to final and approved DISTRICT Running Start students.
15. Accepted DISTRICT students return completed acceptance packet forms.
16. DISTRICT manages DISTRICT Running Start waiting list, if such list exists.
17. DISTRICT Counselors notify ALL students of award of placement into DISTRICT Running Start program OR placement on DISTRICT waiting list.
18. DISTRICT Counselors or Staff send transcripts to RVC of accepted Running Start students after spring grades are posted to confirm eligibility requirements have successfully been met.
19. Based on transcripts, if a student no longer meets Running Start eligibility requirements, RVC will notify DISTRICT to then inform impacted student.
20. Students and DISTRICT Counselors are responsible for ensuring students will

meet Durand High School graduation requirements.

21. RVC provides block schedules to DISTRICT Counselor for students enrolled in the DISTRICT Running Start program.
22. DISTRICT Counselors work with students to choose schedules during each semester in the program.
23. DISTRICT Counselor works with DISTRICT students and RVC on any changes to block schedules offered to the DISTRICT.
24. RVC provides students access to college advisors to assist with scheduling as needed.
25. When a student scheduling change is requested by the DISTRICT or the DISTRICT student, the student submits the "RVC Schedule Change Form" to DISTRICT Counselor for approval.
26. If approved, DISTRICT Counselor submits the signed "RVC Schedule Change Form" to RVC for processing.
27. RVC provides student transcripts to DISTRICT Counselor for each semester completed by participating students as soon as the transcripts become available.

**Intergovernmental Agreement:
Rock Valley College and the City of Belvidere, Illinois
“All-Hazards” Police Response Plan**

BACKGROUND: The Intergovernmental Agreement between the City of Belvidere and Rock Valley College Community College District 511 establishes and formalizes responsibility and response to police calls for service at the Rock Valley College Advanced Technology Center site located within the city limits of Belvidere. Both state and federal guidelines require a formal “all-hazards” response plan for any emergency at higher education institutions, and this Intergovernmental Agreement formalizes police response.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Intergovernmental Agreement with the City of Belvidere, Illinois, formalizing responsibility and response to police calls for service at the Rock Valley College Advanced Technology Center site located within the city limits of Belvidere. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Intergovernmental Agreement: Rock Valley College and the City of Belvidere,
Illinois “All-Hazards” Police Response Plan

INTERGOVERNMENTAL AGREEMENT

BETWEEN COMMUNITY COLLEGE DISTRICT 511 AND
THE CITY OF BELVIDERE, ILLINOIS

THIS AGREEMENT (“Agreement”) made this ___ day of _____, 2021 (“Effective Date”), by and among the CITY OF BELVIDERE, ILLINOIS (hereinafter “City”) and COMMUNITY COLLEGE DISTRICT 511 d/b/a ROCK VALLEY COLLEGE, with its principal office located at 3301 N Mulford Road, Rockford, Illinois, an Illinois public community college district (hereinafter “College”) (collectively, the “Parties”).

WHEREAS, the College has established the Rock Valley College Police Department (hereinafter “RVC Police”) as its campus police department pursuant to the Illinois Public Community College Act, as amended, 110 ILCS 805/3-42.1 (the “Act”); and

WHEREAS, the RVC Police has primary operational responsibility for providing police service to the College campus located at 1400 Big Thunder Blvd, Belvidere, IL 61008 and, pursuant to the Act, has “all of the powers of police officers in cities and sheriffs in counties, including the power to make arrests on view or on warrants for violations of State statutes and to enforce county or city ordinances in all counties that lie within the community college district, when such is required for the protection of community college personnel, students, property, or interests. Such officers shall have no power to serve and execute civil process”; and

WHEREAS, the RVC Police has concurrent jurisdiction with the City’s Police Department (hereinafter “Belvidere Police”) on or about property owned and/or controlled by the College within the boundaries of the City of Belvidere, and in all other locations and under all other circumstances as provided by the Act; and

WHEREAS, the Illinois Campus Security Enhancement Act, as amended, 110 ILCS 12/1 *et seq.* (hereinafter “Campus Security Act”), sets forth a requirement for higher education institutions in the State of Illinois to “develop a National Incident Management System-compliant, all-hazards, emergency response plan in partnership with the institution’s county or major municipal emergency management official, report the plan to this official, and have training and exercises for the plan annually”; and

WHEREAS, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act as amended, 20 USC 1092(f) (hereinafter “Clery Act”) sets forth requirements for higher education institutions in the United States of America to have Emergency Preparedness Plans and Emergency Notification Plans for emergency incidents occurring on or near any College location such that “upon the

confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus, as defined in paragraph (6), unless issuing a notification will compromise efforts to contain the emergency ” an emergency notification may be disseminated; and

WHEREAS, the purpose of this Agreement is to define the operational responsibilities and working relationships between the Belvidere Police and the RVC Police, establish guidelines and clarify agency jurisdiction for responses to and/or investigations of occurrences requiring police service, and fulfill statutory requirements for implementation of plans or agreements between the Parties.

NOW, THEREFORE, the Parties agree as follows concerning the relationship between the Belvidere Police and the RVC Police:

I. GENERAL POLICE SERVICES

Except as set forth below in Art. III, Para. A of this Agreement, the RVC Police shall have primary responsibility to provide police services in response to incidents occurring on the College’s campus, on other property owned, operated, controlled or administered by the College, and as otherwise as authorized by the law, within the boundaries of the City of Belvidere . Neither police department is precluded from exercising its police power inside or outside of the RVC Police jurisdiction, but the RVC Police shall have operational responsibility on those premises set forth herein.

II. OVERLAPPING JURISDICTION

- A. **Exercise of Police Powers.** RVC Police officers may exercise police powers, including, but not limited to, enforcing criminal and traffic laws, when such is required for the protection of RVC personnel, students, property, or interests.
- B. **Sharing of Police Reports.** The RVC Police shall forward all reports taken by RVC Police officers relative to offenses occurring in the Belvidere Police’s primary patrol area to the Deputy Chief of Patrol for the Belvidere Police for purposes of the Belvidere Police’s crime reporting obligations pursuant to the Uniform Crime Reporting National Incident-Based Reporting System (NIBRS) regulations.
- C. **Notification of Significant Emergency or Dangerous Situation** The Belvidere Police shall make every reasonable attempt to notify the RVC Police of any significant emergency or dangerous situation occurring near any RVC campus that

poses an immediate threat to the health and safety of the College's students or employees.

III. CRIMINAL INVESTIGATIONS, CRIME REPORTS, AND COVERAGE

A. **Belvidere Police Investigative Responsibilities.** The RVC Police shall relinquish primary responsibility to the Belvidere Police, or any other law enforcement agency as set forth in this paragraph, for the investigation of the below listed crimes, within the RVC Police jurisdiction:

- i. Homicide;
- ii. Crimes involving great bodily injury likely or reasonably to result in death (as determined by an RVC Police supervisor or his or her designee and/or a Belvidere Police supervisor or his or her designee);
- iii. Crimes relating to sexual assault;
- iv. Death investigations;
 1. Death investigations include, but are not limited to:
 - a. Suicides, and
 - b. Death with suspicious circumstances.
- v. RVC Police-involved shootings;
 1. RVC Police-involved shootings shall be investigated by the Winnebago-Boone County Integrity Task Force.
- vi. Crimes requiring the response of resources, including, but not limited to, the Bomb Squad, Special Weapons and Tactics Units, resources required for fatal or near fatal traffic investigations, or other related specialized units; and
 1. The RVC Police will retain primary responsibility for follow-up investigation relative to bomb threats, unless command staff from either department determine otherwise.
- vii. Other major crimes, as requested by command staff of the RVC Police, and agreed to by Belvidere Police command staff

B. RVC Police Investigative Responsibilities.

- i. The RVC Police shall have primary responsibility for the investigation of all crimes, except those listed in Art. III, Para. A above, when such crimes relate to RVC personnel, students, property, or interests and occurred within RVC jurisdiction.
- ii. The RVC Police shall make every reasonable attempt to assist the Belvidere Police on calls of an emergency nature or serve as a backup officer when requested by the Belvidere Police or when an incident giving rise to the call of an emergency nature is discovered by RVC Police. In all cases RVC Police shall attempt to confirm the Belvidere Police's need for response by and assistance from the RVC Police via the appropriate Belvidere Police radio frequency.

C. Assistance with Coverage

- i. An RVC Police officer will be assigned, as determined by RVC Police command staff, to assist a Belvidere Police investigative team and serve as a liaison between the Parties in all instances where the Belvidere Police has assumed primary responsibility of an investigation pursuant to Art. III, Para. A.
- ii. Either Party may request the assistance of any other police agency at any time.
- iii. The Belvidere Police, when available, will provide the RVC Police with assistance in storing large items collected as evidence including, but not limited to, vehicles or motor homes. Should storage of large items collected as evidence be required for a period greater than two weeks, the RVC police shall either locate alternative means of storage or negotiate a storage fee with the City.

D. Coverage due to Need for Manpower.

- i. If RVC Police personnel are not working, due to staffing, manpower, or other reasons, the Belvidere Police will assume primary responsibility for all calls for service within the RVC Police jurisdiction. The College shall make every, reasonable, effort to limit these situations to when students

and employees are not on campus. Should a call for service during a period wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction require a report to be filed, the Belvidere Police will file the report and forward a copy to the RVC Police as soon as practical. Furthermore, during periods wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction, the RVC Police will supply the Belvidere Police with an “on call” telephone number to contact an RVC Police officer, should the need arise.

- ii. For the purposes of reporting under the Uniform Crime Reporting National Incident-Based Reporting System (NIBRS), all crimes within the RVC Police’s jurisdiction shall be reported by RVC Police, in accordance with NIBRS regulations whether RVC Police or Belvidere Police investigate the incident. The Belvidere Police shall forward all reports taken by their respective officers during periods wherein the Belvidere Police have assumed primary responsibility for all calls for service within the RVC Police jurisdiction to RVC Police for the purpose of crime reporting.

E. Cooperation and Liaison.

- i. The Parties, through their respective police departments, will provide timely information to each other when either becomes aware of any event(s) that have the potential for effecting the other and are planned within each Party’s respective jurisdiction.
- ii. The RVC Police and Belvidere Police shall make every reasonable effort to assist each other should the need arise.

IV. **INDEMINIFICATION AND HOLD HARMLESS.**

To the fullest extent permitted by law, each Party to this Agreement shall protect, indemnify, save, defend, and hold harmless the other Party, including its, officers, individual board members, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused by any negligent or wrongful act or omission of

the indemnifying Party. The Party providing the indemnification shall be allowed to raise on behalf of the other Party any and all statutory and/or common law defenses to such claim or action which the other Party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

V. MISCELLANEOUS

- A. **Term and Termination.** The term of this Agreement shall be for the period commencing on the Effective Date, at 00:01 hours, and expiring on June 30, 2022, at 24:00 hours, unless terminated earlier. Either party may terminate this IGA at any time, for any reason, by providing to the other party ninety (90) days advance written notice. This IGA shall be automatically extended (upon the same terms and conditions) for a one-year term commencing on July 1, 2022 and on July 1 of each subsequent year (if applicable), unless either party has provided to the other party ninety (90) days advanced written notice of non-extension.
- B. **Notices.** All notices which are required or permitted to be given by either Party to the other pursuant to any provisions of this Agreement shall be in writing, and delivered personally (including delivery by a regular messenger or courier service), by overnight express deliver, or by mail. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt request, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices deliver by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the Parties are as follows:

For Rock Valley College Police Department:

Chief of Police
Rock Valley College Police Department
3301 N Mulford Rd.
Rockford, IL 61114

For Belvidere Police Department:
Chief of Police
Belvidere Police Department
615 N Main St.
Belvidere, IL 61008.

- C. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforceable to the fullest extent permitted by law.
- D. **Counterparts.** This Agreement may be executed in one or more counterparts, which together shall constitute the original. Faxed or electronic signature will be accepted as originals.
- E. **Choice of Law.** This Agreement is governed and construed in accordance with the laws of the State of Illinois to the extent applicable.
- F. **Authorization.** Both Parties hereto acknowledge and represent that their respective boards/councils have fully approved this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago and Boone Counties, Illinois.

**BOARD OF TRUSTEES OF
ROCK VALLEY COLLEGE**

CITY OF BELVIDERE

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

**Sublease Agreement Between
Rock Valley College and The Workforce Connection**

Background: Rock Valley College and Goodwill of Northern Illinois were approved to be the Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator for the region. WIOA is a federally funded program passed down through the states to the local service delivery areas.

The WIOA One-stop Operator grant, along with other employment grants, are housed at 303 N. Main Street, Rockford. The lease agreement with The Workforce Connection provides for the lease of 2,875 square feet.

This sublease agreement is not to exceed the total sum of \$47,926.25 from July 1, 2021 to June 30, 2022. Additional fees will be required for paper goods and parking.

Recommendation: It is recommended that the Board of Trustees approve the sublease agreement with The Workforce Connection for office space located at 303 North Main Street, Rockford, IL. **Attorney Reviewed.**

Funding Source: Federal WIOA funding

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Sublease Agreement – The Workforce Connection

SUBLEASE AGREEMENT

This Agreement is for the sublease of office space and is entered into this 1st day of July, 2021 by and between The Workforce Connection, Inc. (TWC), an Illinois Not-for-Profit corporation, with its principal office located at 303 N. Main Street, Rockford, Illinois and Rock Valley College (RVC) of 3301 North Mulford Road, Rockford, IL as Sub Lessee.

WHEREAS, TWC is the tenant of certain Leased Premises located at 303 N. Main Street, Rockford, Illinois comprised of 16,587 square feet under a Master Lease dated July 1, 2020 (Exhibit 1) with the Leased Premises owner (Owner) wherein its business operations are conducted; and,

WHEREAS, TWC has authority under the terms of the Master Lease to sublease portions of the premises subject to the terms and conditions of its tenancy; and,

WHEREAS, RVC desires to rent and occupy, as RVC, a portion of said premises and enter into this Agreement as a sublease.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. Effective Date:

The Effective Date of this Agreement shall be the 1st day of July, 2021. In the event Owner's approval of this sublease is not granted, RVC agrees to promptly vacate the Premises.

2. Lease of Premises:

- (a) TWC hereby leases to RVC and RVC hereby leases from TWC the Premises as hereinafter set forth.
- (b) This Agreement is subject to the terms and conditions of the Master Lease and to the terms and conditions of this Agreement and RVC agrees to keep and perform all of the terms and conditions of this Agreement and the applicable terms of the Master Lease.
- (c) The Owner under the Master Lease, to the extent of its rights and obligations under the Master Lease, is deemed a party to this Agreement. Owner shall have the right to enforce all terms and conditions of both the Master Lease and this Agreement; and, TWC and RVC shall have the right to enforce against Owner its obligations under the Master Lease.
- (d) Term. The initial term of this Agreement shall extend to June 30, 2022; and thereafter shall be extended and shall be coterminous with the Master Lease unless sooner terminated as provided herein.
- (e) Use. RVC's use of the Leased Premises shall be limited to use as general office, including offices for RVC's business. RVC may further use the premises for training of the clientele and the employees of TWC, and meeting room areas for TWC.

3. Premises:

- (a) For the period of July 1, 2021 thru June 30, 2022, the Premises consists of 1,037 square feet located at 303 N. Main Street, Rockford, Illinois, plus

common area space within the Premises allocated to Lessee consisting of 1,838 square feet for a total Rented Premises of 2,875.

- (b) The Premises is leased to RVC in the condition as existed on July 1, 2021 and in "AS IS" condition and RVC accepts the Premises in such condition.
- (c) RVC's occupancy also includes use of the Building Common Areas as defined in the Master Lease including, without limitation, the main lobby and entryway, all common hallways, elevators, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public restrooms, and stairways subject to the right of Owner to modify, restrict or modify such use to the extent such does not unreasonably impair use of the Leased Premises.
- (d) TWC's Mailing Address:

The Workforce Connection, Inc
Attn.: Dr. Lisa M. Bly-Jones
303 N Main St, 2nd Floor
Rockford, IL 61101

With a COPY to:

Mr. Thomas Bueschel
Bueschel & Calgaro
120 W. State Street #300
Rockford, IL 61101

- (e) RVC's Mailing Address:

Rock Valley College
3301 North Mulford Road
Rockford, IL 61114

4. Rent:

Commencing on the Effective Date and continuing during the term of this Lease, the Sub Lessee shall pay to the Sub Lessor annual rent for the Rented Premises, without demand, deduction, set-off, or counterclaim, in equal installments (the "Rent") in advance, payable in equal monthly installments beginning with the Effective Date and on the 1st day of each successive calendar month thereafter, as follows: Rent to be paid to Sub Lessor shall equal the sum of \$16.67 multiplied by the square footage of the Rented Premises for the lease year July 1, 2021 to June 30, 2022. Holdover rent thereafter shall be \$16.67 per square foot. Notwithstanding the above or any other provision herein to the contrary, in the event that the Sublease is further extended or renewed the rent shall be increased or decreased in the pro rata percentage increase or decrease under the provisions of the extended or renewed Master Lease. Sub Lessee shall be responsible for 17.3% of Paper Goods purchased by TWC for the Leased Space which shall be invoiced by TWC to Sub Lessee annually and paid by Sub Lessee within 30 days of the invoice date. Failure to promptly pay the invoice shall be a default under this Sub Lease. In the event of termination of this Sub Lease prior to expiration of its term, Sub Lessee agrees to pay any final invoice within 30 days of the date of the invoice issued to Sub Lessee for Paper Products for the period ending on the date of termination. In addition, Sub Lessee shall pay the Sub Lessor \$9.15/month for each parking stall used during the 2021 calendar year and \$11.80/month for each parking stall used during the 2022 Calendar year.

5. Termination:

- (a) Early termination/modification of Master Lease. This Agreement is subject to early termination and or modification in the event of termination or modification of the Master Lease. In the event of termination or modification of the Master Lease termination of this Agreement shall be effective on the same date and terms of the Master Lease termination. In the event of modification of the terms of the Master Lease to the extent such modification reduces the Leased Premises, this Agreement shall be modified to the same extent and on the same terms; however, if the modification reduces the available Premises area to sublease, TWC may terminate this sublease upon 30 day written notice.
- (b) Expiration of Term/non-renewal. In the event of extension or modification of this Agreement as set forth in this Agreement, and upon expiration of any term of this Agreement, RVC may terminate this Agreement by written notice delivered to TWC not less than ninety (90) days prior to the expiration of a term or effective date of any extension or modification of this Agreement. In the event of the issuance of such notice of termination, the termination shall be effective on the expiration date of a term or effective date of any extension or modification. Failure to deliver a notice of termination to TWC within the time prescribed shall obligate RVC to the renewal or extension of this Agreement or modification of this Agreement.

6. Uses Prohibited.

RVC shall not do or permit anything to be done in or about the Leased Premises or Building Common Areas nor bring anything therein or thereon which is not within the permitted use of the Leased Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents. RVC shall not do or permit anything to be done in or about the Leased Premises or Building Common Areas which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Leased Premises or Building Common Areas to be used for any improper, immoral, unlawful or objectionable purpose; nor shall RVC cause, maintain or permit any nuisance in, on or about the Leased Premises or Building Common Areas. RVC shall not commit or allow to be committed any waste in or upon the Leased Premises or Common Area.

7. Compliance with Law.

RVC shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. RVC shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire

underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises.

8. Alterations and Additions.

RVC shall not make or allow to be made without Owner's prior approval any structural alterations, additions or improvements to or of the Leased Premises. Any alterations, additions, or improvements to or of said Leased Premises, including, but not limited to wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall belong to TWC and shall be surrendered with the Leased Premises.

9. Obligations to Maintain and Repair Leased Premises.

- (a) Upon reasonable notification of RVC, TWC shall request the Owner, at Owner's expense, to keep the Leased Premises and every part thereof in good condition and repair including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring, to the extent the same serve the Leased Premises and are located within the Leased Premises, all lighting fixtures and conduits and the HVAC system and all other mechanical systems and equipment, to the extent such systems and equipment exclusively serve the Leased Premises and are located within the Leased Premises. Owner is obligated to provide janitorial services for the Leased Premises and provide regular trash and refuse removal occasioned by

RVC's use and occupancy of the Leased Premises in compliance with all applicable laws and regulations.

- (b) RVC shall, upon the expiration or sooner termination of this Agreement, surrender the Leased Premises to TWC in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of RVC excepted.
- (c) RVC shall operate heating and cooling equipment to maintain such temperatures as will prevent the freezing or bursting of pipes within the Leased Premises.
- (d) RVC shall promptly, and at its sole cost and expense, repair all damage to the Leased Premises, or Building, caused by the intentional act, gross negligence, or negligence of RVC, its agents, servants, employees, guests and invitees.
- (e) It is Owners duty to keep in repair and maintain the following: all structural elements of the Building Including, subject to Section 9(d), the foundation walls, the exterior walls and doors and the roof; the stairwells and elevators located in Building Common Areas; the office lobbies and other Building Common Areas; glass located in the exterior walls of the Building; the mains, conduits and systems providing HVAC, electricity, water, and other services for the Building Common Areas the parking lot, driveway, sidewalks, and exterior landscaping of the Building.

10. Liens.

RVC shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of RVC.

11. Assignment and Subletting.

Except as provided herein, RVC shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest in the Leased Premises and Building, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents servants and invitees of RVC excepted) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of TWC, which consent shall not be unreasonably withheld. TWC's consent to any assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve RVC of any liability under this Agreement. Any such assignment or subletting without consent shall be void, and shall, at the option of TWC, constitute a default under the terms of this Lease.

12. Hold Harmless.

- (a) Except as to claims arising out of the negligence or willful misconduct of the TWC and its agents and employees, RVC shall indemnify and hold harmless TWC against and from any and all claims arising from RVC's use of the Leased Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by RVC in or

about the Leased Premises, and shall further Indemnify and hold harmless TWC against and from any and all claims arising from any breach or default in the performance of any obligation on RVC's part to be performed under the terms of this Agreement, or arising from any act or negligence of RVC, or any officer, agent, employee, guest, or invitee of RVC, and from all costs, attorney's fees, and liabilities Incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against TWC by reason of such claim, RVC upon notice from TWC shall defend the same at RVC's expense by counsel reasonably satisfactory to TWC. RVC shall give prompt notice to TWC in case of casualty or accidents In the Leased Premises.

(b) Except as set forth in paragraph (c) hereof, and further except as to losses arising from the negligent acts or willful misconduct of the TWC and its agents and employees, TWC or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing therein or from the roof, Street or subsurface or from any other place resulting from dampness or any other cause whatsoever, including without limitation, the acts or omissions of Owner.

(c) Except as to claims arising out of the negligence or willful misconduct of the RVC and its agents and employees, TWC shall indemnify and hold

harmless RVC against and from any and all claims arising from TWC's use of the Building or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by TWC in or about the Leased Premises, and shall further indemnify and hold harmless RVC against and from any and all claims arising from any breach or default in the performance of any obligation on TWC's part to be performed under the terms of this lease, or arising from any act or negligence of TWC, or any officer, agent, employee, guest, or invitee of TWC, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against RVC by reason of such claim, TWC upon notice from RVC shall defend the same at TWC's expense by counsel reasonably satisfactory to RVC.

13. Environmental Indemnity:

- (a) RVC hereby agrees to indemnify TWC and to hold and defend TWC harmless from and against any and all claims, causes of action, costs, expenses, damages, liabilities or losses asserted against, suffered or incurred by TWC as a result of the use, spill, disposal, manufacture, storage or release of Hazardous Materials by RVC or by any of RVC's agents, contractors, employees, invitees, RVCs, successors or assigns in or about the Building. The foregoing indemnification shall include, without limitation, attorneys' fees and court costs incurred by TWC in connection

with any of the foregoing. "Hazardous Materials" shall mean any flammable or explosive materials, any petroleum or petroleum products (including oil, crude oil, or natural or synthetic gas), any radioactive materials, any asbestos or asbestos containing materials, PCBs, or any other hazardous or toxic waste, material, or substance, including, without limitation, any waste, material, or substance now or hereafter included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "toxic wastes" or "toxic materials" (or similar term) contained in any applicable statute, law, ordinance, rule, or regulation.

14. Subrogation.

As long as their respective insurers so permit, TWC and RVC hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties, provided such waiver does not invalidate RVC's insurance policy. Each party shall apply to their insurers to obtain said waivers. Each party shall use its best efforts to obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

15. Liability Insurance.

RVC shall, at RVC's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring TWC and RVC (and, if requested by TWC, TWC's

lender and property manager) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000.00 per occurrence. RVC may provide this Insurance under a blanket policy, provided that said insurance shall have a TWC's protective liability endorsement attached thereto. If RVC shall fail to procure and maintain said insurance, TWC may, but shall not be required to, procure and maintain same, but at the expense of RVC. Insurance required hereunder shall be in companies rated B++V or better as set forth in the most current "Best's Key Rating Guide". RVC shall deliver to TWC, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to TWC. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage that TWC may carry.

16. Rules and Regulations.

RVC shall faithfully observe and comply with the reasonable rules and regulations that Owner shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon RVC upon delivery of a copy of them to RVC; provided, that the rules and regulations in effect upon commencement of this sublease are attached hereto marked Exhibit 2. TWC shall use its best efforts to cause the other tenants and occupants of the Building to comply with said rules and regulations.

17. Holding Over.

If RVC remains in possession of the Leased Premises or any part thereof after the expiration date of the Term without the written consent of TWC, such occupancy shall be a tenancy from month to month at a rental in the amount of 125% of the last monthly Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

18. Entry by TWC.

TWC reserves on its behalf and on behalf of the Owner and shall, upon reasonable notice by TWC and at reasonable times during business hours, have the right to enter the Leased Premises to inspect the same, to submit said Leased Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Owner may deem necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further providing that the business of RVC shall not be interfered with unreasonably. TWC shall cooperate with RVC to protect the privacy of RVC's clients and invitees, during such entries, and shall comply with any applicable privacy laws during such entries. TWC at any and all times shall have the right to use any and all means which TWC may deem proper open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to RVC except for any failure to exercise due care for RVC's property and any entry to the Leased Premises

obtained by TWC by any of said means, or otherwise, shall riot under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of the Tenant from the Leased Premises or any portion thereof.

19. RVC's Default.

The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by RVC.

- (a) The abandonment of the Leased Premises by RVC for thirty (30) or more consecutive days.
- (b) The failure by RVC to make any payment of rent or any other payment required to be made by RVC hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by TWC to RVC. No written notice is required from TWC for any failure of RVC to make any payment of rent if TWC has already provided written notice on two separate occasions in the same calendar year.
- (c) The failure by RVC to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by RVC, other than those requiring RVC to make monetary payment of Rents, where such failure shall continue for a period of thirty (30) days after written notice thereof by TWC to RVC; provided, however, that if the nature of RVC's default is such that more than thirty (30) days are reasonably required for its cure, then RVC shall not be deemed to be in default if RVC commences

such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

- (d) The making by RVC of any general assignment or general arrangement for the benefit of creditors; or the filing by or against RVC of a petition to have RVC adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against RVC, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of RVC's assets located at the Leased Premises or of RVC's interest in this Agreement, where possession is not restored to RVC within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of RVC's assets located at the Leased Premises or of RVC's interest in this Lease, where such seizure is not, discharged within sixty (60) days.

20. Remedies Upon RVC's Default.

Upon the occurrence of any Default, TWC may, by providing written notice to RVC stating the specific Default, have anyone or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

- (a) TWC may terminate this Lease by giving to RVC ninety (90) days written notice of TWC's election to do so, in which event the Term and all right, title and interest of RVC hereunder shall end on the date stated In such notice

unless the RVC shall have remedied the default within such ninety (90) days;

(b) TWC may terminate the right of RVC to possession of the Leased Premises without terminating this Agreement, by giving ninety (90) days written notice to RVC that RVC's right of possession shall end on the date stated in such notice, whereupon the right of RVC to possession of the Leased Premises or any part thereof shall cease on the date stated in such notice unless the RVC shall have remedied the default within such ninety (90) days; and

(c) TWC may enforce the provisions of this Agreement and may enforce and protect the rights of TWC hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (i) injunctive relief, (ii) recovery of all monies due or to become due from RVC under any of the provisions of this Lease, and (iii) any other damage incurred by TWC by reason of RVC's default under this Lease. If TWC exercises any of the remedies provided for in paragraphs 22 (a) or (b) above, RVC shall surrender possession of and vacate the Leased Premises and immediately deliver possession thereof to TWC in the condition required by this Lease, and TWC may re-enter and take complete and peaceful possession of the Leased Premises.

21. Termination of Possession.

If TWC terminates the right of RVC to possession of the Leased Premises without terminating this Lease as provided in paragraph 20 (b) above, such termination of possession shall not release RVC, in whole or in part, from RVC's obligation to pay Rent and other amounts due and owing under this Agreement for the full Term. TWC shall have the right from time to time, to recover from RVC, and RVC shall (subject to its duty to mitigate identified in this Agreement hereafter) remain liable for all Rent and other amounts due and owing under this Agreement not theretofore paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Agreement during the period from the date of such notice of termination of possession through the expiration of the Term. In any such case, TWC or Owner may change the locks or other entry devices of the Leased Premises and make reasonable repairs, alterations and additions in or to the Leased Premises and redecorate the same to the extent deemed by TWC or Owner necessary or desirable for purposes of preserving and/or protecting the Leased Premises and for preparing the Leased Premises for reletting, and TWC may (but shall have no obligation to) store any property not removed by RVC from the Leased Premises which was to be removed by RVC pursuant to the terms of this Lease or to dispose of such property, at the sole cost and expense of RVC. RVC shall upon written demand pay the cost of any and all of the foregoing items, together with TWC's expenses of reletting, including without limitation, brokerage commissions payable to TWC or TWC's leasing agent or to others, provided the TWC's expenses of reletting shall not include leasing commissions computed with respect to periods after the expiration of the Term. RVC agrees to cooperate with TWC in showing

the Leased Premises for reletting. TWC may collect the rents from any such reletting and apply the same first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (to the extent that RVC has not previously reimbursed TWC for such amounts), and second to the payment of Rent payable by RVC hereunder, any excess or residual rent from such reletting shall operate only as an offsetting credit against the amount of Rent and other amounts due and owing under this lease by RVC or as the same thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of Rent or other amounts due TWC, if any, shall not be deemed to give RVC any right, title or interest in or to such excess or residual and any such excess or residual shall belong to TWC solely. In no event shall RVC be entitled to any such excess or residual. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed, as an eviction or ouster of RVC or as an election on TWC's part to terminate this Agreement, unless a written notice of such intention is given to RVC by TWC, nor in any event shall the foregoing operate to release RVC in whole or in part from any of RVC's obligations hereunder and TWC, at any time and from time to time, may sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting, if any.

22. Termination of Lease.

If TWC terminates this lease as provided in paragraph 20(a) above, TWC shall be entitled to recover from RVC all damages and other sums which TWC is entitled to recover under any provision of this Agreement or at law or in equity or otherwise, including, but not limited to, all of the accrued Rent for the period up to and including such termination date as well as all other additional sums payable by RVC or for which RVC is liable or in respect of which RVC has agreed to indemnify TWC under any of the provisions of this Agreement which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by TWC in the enforcement of its rights and remedies hereunder.

23. Default by TWC.

TWC shall not be in default unless TWC fails to perform obligations required of TWC within a reasonable time, but in no event later than thirty (30) days after written notice by RVC to TWC specifying wherein TWC has failed to perform such obligation. If the nature of TWC's obligation is such that more than thirty (30) days are required for performance then TWC shall not be in default if TWC commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If TWC's default is not cured within said thirty (30) day period, or such other reasonable period, RVC shall have the right, but not the obligation, to cure such default and to receive immediate reimbursement for same from TWC, or to set-off any costs incurred against the Rent payments next due. Notwithstanding anything to the contrary set forth herein above, in the event that the Leased Premises or any part thereof is rendered untenable for any reason due to the fault other than by RVC, rent may abate upon the

date and to the extent rent payable by TWC abates under the Master Lease which abatement shall continue for as long as any abatement under the Master Lease continues.

24. Reconstruction.

(a) In the event the Leased Premises or the Building are damaged by fire or other perils covered by extended coverage insurance and TWC receive an abatement or reduction of rent under the Master Lease, RVC shall be entitled to proportionate abatement or reduction of the Rent in a percentage identical to TWC's abatement or reduction under the Master Lease from the date of damage and while repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably Interfere with the business carried on by RVC in the Leased Premises. If the damage renders the business inoperable and the business is closed Rent shall be abated in total. If the damage is due to fault or neglect of RVC and TWC does not receive loss of rents proceeds from insurance, there shall be no abatement of rent. If the Leased Premises cannot be restored and repaired within one hundred eighty (180) days of the casualty, RVC may terminate this Lease upon seven (7) days notice to TWC.

(b) In the event the Leased Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance and Owner elects to repair, reconstruct or restore the Leased Premises this Agreement shall continue in full force and effect but the Rent

shall be proportionately reduced or entirely abated based upon the extent, if any, to which such damage impedes useful utilization of the Leased Premises during the period of such repair, reconstruction or restoration. If TWC's Master Lease is terminated by Owner who elects not to repair, reconstruct or restore the Leased Premises this Agreement shall terminate upon identical terms and effective date.

- (c) Notwithstanding anything to the contrary contained in this Section, TWC shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Section occurs during the last six (6) months of the Term or any extension thereof, and either party hereto shall have the right to terminate this Lease.
- (d) TWC shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any fixtures or other personal property of RVC. RVC must insure its fixtures and personal property.

25. Eminent Domain.

If more than twenty-five percent (25%) of the Leased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after

said taking, to terminate this Agreement upon thirty (30) days written notice. If either less than or more than 25% of the Leased Premises are taken (and neither party elects to terminate as herein provided), the Rent thereafter to be paid shall be equitably reduced. If any part of the Building other than the Leased Premises may be so taken or appropriated, TWC shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to RVC. In the event of any taking or appropriation whatsoever, TWC shall be entitled to any and all awards and/or settlements which may be given on account of the taking of the fee, RVC shall be entitled to any and all awards and/or settlements which may be given on account of the value with the leasehold estate or RVC's improvements or trade fixtures, so long as TWC's award is not reduced thereby.

26. Parking and Common Areas.

- (a) RVC acknowledges TWC has obtained from Owner the use of parking facilities adjacent to the Building. TWC covenants that at all times during the Lease Term, RVC may, subject to the rights of TWC and the limitations of the Master Lease, have a non-exclusive right, for use by its designated employees for automobile parking in the adjacent parking facility. Issuance of parking access cards is controlled and subject to issuance by Owner and further subject to availability of space. TWC and Owner shall have the right to assign those stalls to be used by RVC and its employees in which event RVC shall have the exclusive right to use such stalls. Thirty-five (35) parking stalls and the parking stalls on the first level of the Wyman Street

side of the Parking Deck, are available for use by the clients and guests of the RVC and other RVCs and TWC. Use of the parking spaces in the Parking Deck will be subject to the terms and conditions existing in any applicable parking deck lease. TWC agrees to furnish to RVC a copy of the applicable Parking Deck Lease. RVC agrees that if the City of Rockford increases the amount TWC pays for the use of the Parking Deck, RVC shall be responsible to pay its proportionate share of any increase based on Thirty-five (35) spaces.

- (b) RVC, for the use and benefit of RVC, its agents, employees, and customers shall have the non-exclusive right in common with TWC, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use the Building Common Areas during the entire Term, or any extension thereof, for ingress and egress. Owner is obligated to maintain the Building Common Areas in good repair, reasonably clear of debris, lighted, temperature controlled and open during regular building hours, which shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.
- (c) RVC, in the use of said Building Common Areas, agrees to comply with such reasonable rules, regulations and charges as TWC or Owner may adopt from time to time for the orderly and proper operation of said Building Common Areas.

27. Displays.

RVC may not display or sell merchandise or allow grocery carts or other similar devices within the control of RVC to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Premises. RVC further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Leased Premises or any advertising medium which may be heard or seen outside the Leased Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts without the prior written consent of TWC, which shall not be unreasonably withheld.

28. General Provisions.

- (a) Plats and Riders. Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Agreement are a part hereof.
- (b) Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by TWC shall not be deemed to be a waiver of any preceding default by RVC of any term, covenant or condition of this Agreement, other than the failure of RVC to pay the particular rental so accepted, regardless of TWC's knowledge of such preceding default at the time of the acceptance of such rent.
- (c) The marginal headings and section titles to the sections of this Agreement are not a part of this Lease and shall have no effect upon the construction or interpretation of any party hereof.

- (d) Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- (e) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (f) Recordation. Neither TWC nor RVC shall record this Lease, but a short form memorandum hereof may be recorded at the request of, or with the permission of, TWC.
- (g) Late Charges. If any installment of rent or any sum due from RVC shall not be received by TWC's designee within five (5) days after said amount is past due, then RVC shall pay to TWC a late charge commencing with the second violation in any lease year (July 1 - June 30), equal to One Hundred Dollars (\$100.00). The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that TWC will incur by reason of the late payment by RVC.
- (h) Prior Agreement. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This

Agreement shall not be effective or binding on any party until fully executed by both parties hereto and approved by Owner.

- (i) Inability to Perform. This Agreement and the obligations of RVC and TWC hereunder shall not be affected or impaired because the other is unable to fulfill any of its obligations hereunder or is delayed in doing so, unless such Inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party.
- (j) Partial Invalidity. If any provision of this Agreement is deemed to be invalid, void, or illegal, such provision shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain In full force and effect.
- (k) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (l) Choice of Law. This Agreement shall be governed by the laws of the State of Illinois. Any litigation concerning or arising out of this Lease shall be brought exclusively in a court of competent jurisdiction located in Winnebago County, Illinois, and TWC and RVC waive any objection to such venue.
- (m) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover its expenses and costs, including its attorneys' fees and

expert witness fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.

- (n) Sales of Building by Owner. In the event of any sale of the Building by Owner without provision for the continuation of the Master Lease, all of the terms and conditions and the existence of this Agreement shall cease and terminate unless and until any subsequent owner of the Building shall undertake and assume the obligations of Landlord to TWC and the terms of the Master Lease are accepted by such new owner all within seven (7) days of the consummation of sale.
- (o) Subordination; Attornment. Upon request of TWC, RVC will in writing subordinate its rights hereunder to the lien of any mortgage or deed trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event or the exercise of the power of sale under any mortgage or deed of trust made by TWC covering the Leased Premises, RVC shall attorn to the purchaser upon any such foreclosure or sale. The provisions of this Section to the contrary notwithstanding, and so long as RVC is not in default hereunder, this Agreement shall remain in full force and effect to the full term hereof, and such term shall be included in any subordination agreement given by RVC.

(p) Notices. Any notices required, permitted or desired to be given hereunder this Agreement shall either be (i) delivered personally; (ii) sent by nationally recognized overnight courier; or (iii) mailed via registered certified mail, return receipt requested, to the following addresses, and shall be deemed to have been received on the day of personal delivery, one (1) business day after deposit with a nationally recognized overnight courier or three (3) business days after deposit in the mail. Notices which are not personally delivered to either party shall be sent:

If to TWC: to TWC's Mailing Address.

If to RVC: to RVC's Mailing Address.

(q) Mitigation/Reasonableness. TWC and RVC shall use reasonable efforts to mitigate any of their respective damages in the event of a default by the other. Wherever either party to the Agreement is required or requested to give its consent, such consent shall not be unreasonably withheld.

(r) RVC's Statement (Estoppel Certified). RVC shall at any time and from time to time, upon not less than ten (10) days prior written notice from TWC, execute, acknowledge and deliver to TWC a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to RVC's knowledge, any uncured defaults on the part of

TWC hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the Term. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Leased Premises are a part.

(s) Authority of RVC. Each individual executing this Agreement on behalf of RVC represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation.

(t) Authority of TWC. Each individual executing this Agreement on behalf of TWC represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation.

29. Compliance.

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environment Response Compensation and Liability Act, and The Americans with Disabilities Act.

TWC:
The Workforce Connection, Inc.
By: _____
Its: _____

RVC:
Rock Valley College
By: _____
Its: _____

Date: _____

Date: _____

APPROVED:
303 North Main Street, LLC, Owner

By: _____
Authorized Member

EXHIBIT 1

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made by and between 303 North Main Street, LLC, an Illinois limited liability company, or its assigns (“Landlord”) and The Workforce Connection, an Illinois not-for-profit corporation (“Tenant”), effective as of July 1, 2020 (“Commencement Date”).

1. Lease of Leased Premises.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises described in Section 2(h) herein below

(b) This Lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

(c) This Lease is subject to all applicable governmental zoning ordinances.

2. Definitions and Lease Conditions.

As used in this Lease, the following terms have the following meanings:

(a) Building: The real property and improvements located at 303 N. Main Street, Rockford, Illinois.

(b) Common Areas: All areas of the Building and real property upon which it is located, including its structural and non-structural portions, facilities and equipment of the Building that are provided and designated by Landlord from time to time for the general joint use, benefit and/or convenience of all tenants of the Building and/or their respective authorized representatives and invitees. Common Areas include without limitation, the main lobby and entryway, all common hallways, elevators, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, throughways and loading areas of the Building. Landlord shall have the right to modify, regulate or restrict the use of the Common Areas. Notwithstanding anything contained herein to the contrary, Landlord will not unreasonably impair ingress, egress or visibility to the Leased Premises.

(c) Condition of Leased Premises:

The Premises shall be provided to Tenant in its current “as is” condition.

(d) Landlord’s Mailing Address:

303 North Main Street, LLC
303 N. Main Street, 8th Floor
Rockford, IL 61101

With a Copy to:

Hinshaw and Culbertson LLP
Attention: Thomas J. Lester
100 Park Ave.
Rockford, IL 61101

(e) Tenant's Mailing Address:

The Workforce Connection
Attn: Dr. Lisa M. Bly-Jones
303 N. Main Street, #200
Rockford, IL 61101

(f) Lease Term: The Lease Term shall commence as of Commencement Date and shall continue thereafter until June 30, 2025, unless sooner terminated in accordance with the terms set forth within this Lease.

(g) Rent: Commencing on the Commencement Date and continuing during the term of this Lease, the Tenant shall pay to the Landlord annual rent for the Leased Premises, without demand, deduction, set-off, or counterclaim, in equal installments (the "Rent") in advance, payable in equal monthly installments beginning with the Commencement Date and on the 1st day of each successive calendar month thereafter; provided that the Lease terminates on June 30, 2025 unless otherwise extended or amended in accordance with the terms set forth within this lease. The Rent for the initial term and any extension thereof shall be as follows:

<u>Square Feet</u>	<u>Year</u>	<u>Rent</u>	<u>Monthly</u>	<u>Annual</u>
16,587	1	\$16.67	\$23,042.11	\$276,505.29
16,587	2	\$16.67	\$23,042.11	\$276,505.29
16,587	3	\$17.00	\$23,498.25	\$281,979.00
16,587	4	\$17.34	\$23,968.22	\$287,618.58
16,587	5	\$17.69	\$24,452.00	\$293,424.03
16,587	6	\$18.04	\$24,935.79	\$299,229.48
16,587	7	\$18.40	\$25,433.40	\$305,200.80
16,587	8	\$18.77	\$25,944.83	\$311,337.99
16,587	9	\$19.15	\$26,470.09	\$317,641.05
16,587	10	\$19.53	\$26,995.34	\$323,944.11

(h) Leased Premises: 16,587 Square Feet of floor area, measured to the center of all interior walls and outside finished surface of all exterior walls. The portion of the Leased Premises located on the 1st floor, 2nd floor, and 3rd floor is depicted on the attached Exhibit B and takes into account Tenant's proportionate share of space allocable only to the Tenant or its subtenants.

(i) Rentable Square Footage of Leased Premises: The number of Rentable Square footage for the Leased Premises shall total 16,587 and shall be conclusive and binding upon Landlord and Tenant.

(j) Use: Tenant's use of the Leased Premises shall be limited to use as general office, including offices for the operation of The Workforce Connection, Rock Valley College, Goodwill Industries of Northern Illinois, National Able Network and any other organizations, and replacement organizations affiliated or partnered with The Workforce Connection (collectively the "Subtenants"). Tenant may further use the premises for training of the clientele and the employees of the above referenced agencies, and meeting room areas for the above referenced agencies. Landlord hereby agrees and consents to Tenant entering into subleases with the above Subtenants on terms and conditions substantially similar to this Lease.

(k) Early Termination: Provided Tenant is not otherwise in default with the terms of this Lease, Tenant may provide Landlord with its intent to terminate this Lease, or reduce the area of the Leased Premises (with concurrent reduction in rent) by giving written notice to such effect at any time subsequent to the Commencement Date, with lease termination or modification effective not less than ninety (90) days after the date notice is given in the event Tenant suffers a material loss or reduction in funding or if its programming is terminated in full or in part as a result of actions by the City of Rockford, the State of Illinois or the United States. If such notice is given, Landlord shall accept such termination. .

3. Rent.

(a) Tenant agrees to pay to Landlord the Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term, commencing on the Lease Term Commencement Date.

(b) Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment therein based upon the number of days in such month. All Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

(c) Notwithstanding anything to the contrary herein, the obligation of Tenant to pay rent hereunder shall not be a general obligation or debt of the Tenant, but is conditioned on the parties named in Section 2(L), i.e., the Subtenants or their successors receiving funding for the programs to be conducted at the Leased Premises, and such funding of Subtenants being received by the Tenant on behalf of the Subtenants. The Tenant's obligation to pay rent to Landlord is also conditioned on this Lease being in effect.

4. Gross Rent.

This Lease is a gross rent lease; therefore, except as to the Tenant's obligation to provide paper products as noted in this Section 4, Tenant shall have no further rent payment obligation beyond

the amount specified in Section 2(g). Tenant shall provide Paper Products for the Leased Premises and the IGA premises; provided that on the date of each year end of this Lease Agreement, Landlord shall reimburse Tenant for 37.54% of the full amount of purchased Paper Products during the immediately preceding lease year. "Paper Products" for the purposes of this section shall mean disposal paper products used in restroom facilities within the Leased Premises and shall exclude common area restrooms and rented space outside the Leased Premises.

5. Right to Financial Information. [Intentionally Deleted.]

6. Uses Prohibited.

Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas nor bring anything therein or thereon which is not within the permitted use of the Leased Premises which will in any way increase the existing rate of or affect any fire or other Insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering the Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Area which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Leased Premises or Common Area to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises or Common Area. Tenant shall not commit or allow to be committed any waste in or upon the Leased Premises or Common Area.

7. Continuous Operation. [Intentionally Deleted.]

8. Compliance with Law.

Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Leased Premises.

9. Alterations and Additions.

Tenant shall not make or allow to be made any structural alterations, additions or improvements to or of the Leased Premises or any part thereof without first obtaining the written consent of Landlord. Any alterations, additions, or improvements to or of said Leased Premises, including, but not limited to wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Leased Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with all applicable laws and diligently completed. Tenant has been in possession of the Leased Premises and Landlord consents to any and all alterations and additions which may be present thereon upon commencement of this Lease.

10. Obligations to Maintain and Repair Leased Premises.

(a) Upon reasonable notification of Tenant, Landlord shall keep the leased Premises and every part thereof in good condition and repair including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring, to the extent the same serve the leased Premises and are located within the Leased Premises, all lighting fixtures and conduits and the HVAC system and all other mechanical systems and equipment, to the extent such systems and equipment exclusively serve the Leased Premises and are located within the leased Premises. Landlord shall also provide janitorial services for the Leased Premises, as detailed in Exhibit D attached hereto, and provide regular trash and refuse removal occasioned by Tenant's use and occupancy of the leased Premises in compliance with all applicable laws and regulations. Notwithstanding language in Section 4 of this lease, the expenses associated with Landlord's obligations pursuant to this Section 10(a) shall not be deemed to be a Building Operating Expense and will instead be paid by Landlord.

(b) Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

(c) Tenant shall operate heating and cooling equipment to maintain such temperatures as will prevent the freezing or bursting of pipes within the Leased Premises.

(d) Tenant shall promptly, and at its sole cost and expense, repair all damage to the Leased Premises, or Building, caused by the intentional act, gross negligence, or negligence of Tenant, its agents, servants, employees, guests and invitees.

(e) Landlord shall, at Landlord's sole expense, be responsible for any roof replacement of the elevators in the Building, repairs necessary for the structural soundness of the foundation and exterior walls, and full replacement of the HVAC systems serving the Building, casualty losses and damages caused by Tenant excluded.

(f) Landlord shall keep in repair and maintain the following: all structural elements of the Building including, subject to Section 10(f), the foundation walls, the exterior walls and doors and the roof; the stairwells and elevators located in Common Areas of the Building; the office lobbies and other Common Areas of the Building; glass located in the exterior walls of the Building; the mains, conduits and systems providing HVAC, electricity, water, and other services for the Common Areas of the Building, the parking lot, driveway, sidewalks, and exterior landscaping of the Building.

11. Liens.

Tenant shall keep the Leased Premises and the property in which the Leased Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. For all lienable improvements in any given six (6) month period whose aggregate sum exceeds \$5,000.00, Landlord may require that Tenant provide Landlord, reasonable proof of Tenant's ability to pay for such work.

12. Assignment and Subletting.

(a) Except as provided herein as to sublessees, Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or *any* interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents servants and invitees of Tenant excepted) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to any assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. Notwithstanding the foregoing, it is understood and agreed that Tenant may sublease the Leased Premises or parts thereof, to affiliates or partners as set forth in Section 2j of this Lease., as approved by its Board, provided any subtenant agrees to comply with the terms of this lease and that its obligations, including payment of rent, may be enforced against a Subtenant directly by Landlord, which shall be considered a third party beneficiary of such subleases, and any judgment or proceeds retained by Landlord's efforts directly against a Subtenant shall inure to the benefit of Landlord. Landlord shall have the right to approve all subleases between Landlord and the subtenants which shall not thereafter be materially modified without prior consent of the Landlord, which approval and consent shall not be unreasonably withheld.

(b) Notwithstanding anything to the contrary, the Subtenants, and each of them, shall be considered third party beneficiaries of Landlord's obligations pursuant to paragraphs 2C.

13. Hold Harmless.

(a) Except as to claims arising out of the negligence or willful misconduct of the Landlord and its agents and employees, Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Leased Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Leased Premises, and shall further Indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities Incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents In the Leased Premises.

(b) Except as set forth in paragraph (c) hereof, and further except as to losses arising from the negligent acts or willful misconduct of the Landlord and its agents and

employees, Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing therein or from the roof, Street or subsurface or from any other place resulting from dampness or any other cause whatsoever.

(c) Except as to claims arising out of the negligence or willful misconduct of the Tenant and its agents and employees, Landlord shall indemnify and hold harmless Tenant against and from any and all claims arising from Landlord's use of the Building or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Landlord in or about the Leased Premises, and shall further indemnify and hold harmless Tenant against and from any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this lease, or arising from any act or negligence of Landlord, or any officer, agent, employee, guest, or invitee of Landlord, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Tenant by reason of such claim, Landlord upon notice from Tenant shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

14. Environmental Indemnity:

(a) Tenant hereby agrees to indemnify Landlord and to hold and defend Landlord harmless from and against any and all claims, causes of action, costs, expenses, damages, liabilities or losses asserted against, suffered or incurred by Landlord as a result of the use, spill, disposal, manufacture, storage or release of Hazardous Materials by Tenant or by any of Tenant's agents, contractors, employees, invitees, tenants, successors or assigns in or about the Building. The foregoing indemnification shall include, without limitation, attorneys' fees and court costs incurred by Landlord in connection with any of the foregoing. "Hazardous Materials" shall mean any flammable or explosive materials, any petroleum or petroleum products (including oil, crude oil, or natural or synthetic gas), any radioactive materials, any asbestos or asbestos containing materials, PCBs, or any other hazardous or toxic waste, material, or substance, including, without limitation, any waste, material, or substance now or hereafter included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "toxic wastes" or "toxic materials" (or similar term) contained in any applicable statute, law, ordinance, rule, or regulation.

(b) Landlord hereby agrees to indemnify Tenant and to hold and defend Tenant harmless from and against any and all claims, causes of action, costs, expenses, damages, liabilities or losses asserted against, suffered or incurred by Tenant as a result of the use, spill, disposal, manufacture, storage or release of Hazardous Materials existing prior to the Commencement Date or caused by Landlord or by any of Landlord's agents, contractors, employees, invitees, tenants, successors or assigns in or about the Building. The foregoing indemnification shall include, without limitation, attorneys' fees and court costs incurred by Tenant in connection with any of the foregoing. "Hazardous Materials" shall mean any flammable or explosive materials, any petroleum or petroleum products (including oil, crude oil, or natural or synthetic gas), any radioactive materials, any

asbestos or asbestos containing materials, PCBs, or any other hazardous or toxic waste, material, or substance, including, without limitation, any waste, material, or substance now or hereafter included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "toxic wastes" or "toxic materials" (or similar term) contained in any applicable statute, law, ordinance, rule, or regulation.

15. Subrogation.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties, provided such waiver does not invalidate Tenant's insurance policy. Each party shall apply to their insurers to obtain said waivers. Each party shall use its best efforts to obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. Liability Insurance.

Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord and Tenant (and, if requested by Landlord, Landlord's lender and property manager) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000.00 per occurrence. Tenant may provide this Insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated B++V or better as set forth in the most current "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage that Landlord may carry.

Landlord warrants that it has procured commercial general liability insurance insuring Landlord against any liability for any property damage, bodily injury, or personal injury arising out of the ownership, use, occupancy, or maintenance of the Building in an amount not less than \$1,000,000.00 per occurrence. Landlord has also procured general property insurance in an amount equal to the replacement cost of the Building, such insurance not covering any personal property of Tenant.

17. Rules and Regulations.

Tenant shall faithfully observe and comply with the reasonable rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall use its best efforts to cause the other tenants and occupants of the Building to comply with said rules and

regulations. A copy of the Landlord's current rules and regulations are attached hereto as Exhibit "C", and the same are incorporated herein by this reference.

18. Holding Over.

If Tenant remains in possession of the Leased Premises or any part thereof after the expiration date of the Lease Term without the written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental equal to the last monthly rent amount set forth in Section 2g and upon all the terms hereof applicable to a month to month tenancy.

19. Entry by Landlord.

Landlord reserves and shall, upon reasonable notice by Landlord and at reasonable times during business hours, have the right to enter the Leased Premises to inspect the same, to submit said Leased Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Landlord shall cooperate with Tenant to protect the privacy of Tenant's clients and invitees, during such entries, and shall comply with any applicable privacy laws during such entries. Landlord at any and all times shall have the right to use any and all means which Landlord may deem proper open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall riot under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of the Tenant from the Leased Premises or any portion thereof.

20. Tenant's Default.

The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant.

(a) The abandonment of the Leased Premises by Tenant for thirty (30) or more consecutive days.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant. No written notice is required from Landlord for any failure of Tenant to make any payment of rent if Landlord has already provided written notice on two separate occasions in the same calendar year.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those requiring Tenant to make monetary payment of Rents, where such failure shall

continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not, discharged within sixty (60) days.

21. Remedies Upon Tenant's Default.

Upon the occurrence of any Default, Landlord may, by providing written notice to Tenant stating the specific Default, have anyone or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

(a) Landlord may terminate this Lease by giving to Tenant 90 days written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice unless the Tenant shall have remedied the default within such 90 days;

(b) Landlord may terminate the right of Tenant to possession of the Leased Premises without terminating this Lease, by giving 90 days written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Leased Premises or any part thereof shall cease on the date stated in such notice unless the Tenant shall have remedied the default within such 90 days; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (i) injunctive relief, (ii) recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and (iii) any other damage incurred by Landlord by reason of Tenant's default under this Lease. If Landlord exercises any of the remedies provided for in paragraphs 22(a) or 22(b) above, Tenant shall surrender possession of and vacate the Leased Premises and immediately deliver possession thereof to Landlord in the condition required by this Lease, and Landlord may re-enter and take complete and peaceful possession of the Leased Premises.

22. Termination of Possession.

If Landlord terminates the right of Tenant to possession of the Leased Premises without terminating this Lease as provided in paragraph 22(b) above, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent and other amounts due and owing under this Lease for the full Lease Term. Landlord shall have the right from time to time, to recover from Tenant, and Tenant shall (subject to its duty to Mitigate identified in this Lease hereafter) remain liable for all Rent and other amounts due and owing under this Lease not theretofore paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Lease during the period from the date of such notice of termination of possession through the expiration of the Lease Term. In any such case, Landlord may change the locks or other entry devices of the Leased Premises and make reasonable repairs, alterations and additions in or to the Leased Premises and redecorate the same to the extent deemed by Landlord necessary or desirable for purposes of preserving and/or protecting the Leased Premises and for preparing the Leased Premises for reletting, and Landlord may (but shall have no obligation to) store any property not removed by Tenant from the Leased Premises which was to be removed by Tenant pursuant to the terms of this Lease or to dispose of such property, at the sole cost and expense of Tenant. Tenant shall upon written demand pay the cost of any and all of the foregoing items, together with Landlord's expenses of reletting, including without limitation, brokerage commissions payable to Landlord or Landlord's leasing agent or to others, provided the Landlord's expenses of reletting shall not include leasing commissions computed with respect to periods after the expiration of the Lease Term or costs which would be amortized during periods after the expiration of the Lease Term. Tenant agrees to cooperate with Landlord in showing the Leased Premises for reletting. Landlord may collect the rents from any such reletting and apply the same first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (to the extent that Tenant has not previously reimbursed Landlord for such amounts), and second to the payment of Rent payable by Tenant hereunder, any excess or residual rent from such reletting shall operate only as an offsetting credit against the amount of Rent and other amounts due and owing under this lease by Tenant or as the same thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of Rent or other amounts due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residual and any such excess or residual shall belong to Landlord solely. In no event shall Tenant be entitled to any such excess or residual. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed, as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this lease, unless a written notice of such intention is given to Tenant by Landlord, nor in any event shall the foregoing operate to release Tenant in whole or in part from any of Tenant's obligations hereunder and Landlord, at any time and from time to time, may sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting, if any.

23. Termination of Lease.

If Landlord terminates this lease as provided in paragraph 22(a) above, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Rent for the period up to and including such termination date as well as all other

additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder.

24. Default by Landlord.

Landlord shall not be In default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be ill default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If Landlord's default is not cured within said thirty (30) day period, or such other reasonable period, Tenant shall have the right, but not the obligation, to cure such default and to receive immediate reimbursement for same from Landlord, or to setoff any costs incurred against the Rent payments next due. Notwithstanding anything to the contrary set forth herein above, in the event that the Leased Premises or any part thereof is rendered untenable for any reason due to the fault other than by Tenant and Landlord is able to collect sufficient lost rents proceeds from the Building Insurance policy that has been procured by Landlord, a just and equitable proportion of the Minimum Rent and Additional Rents payable under this Lease shall abate during the period commencing on the date on which the Leased Premises become wholly or partially untenable and ending on the date on which the Landlord performs the obligations required of Landlord hereunder.

25. Reconstruction.

(a) In the event the Leased Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to proportionate reduction of the Rent and from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably Interfere with the business carried on by Tenant in the Leased Premises. If the damage renders the business inoperable and the business is closed Rent shall be abated in total. If the damage is due to fault or neglect of Tenant and Landlord does not receive loss of rents proceeds from insurance, there shall be no abatement of rent. If the Leased Premises cannot be restored and repaired within one hundred eighty (180) days of the casualty, Tenant may terminate this Lease upon seven (7) days notice to Landlord.

(b) In the event the Leased Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall have the option: (1) to repair, reconstruct or restore the Leased Premises, in which event this Lease shall continue in full force and effect but the Rent shall be proportionately reduced or entirely abated based upon the extent, if any, to which such damage impedes useful utilization of the Leased Premises during the period of such repair, reconstruction or restoration; or (2) to give notice to Tenant at any time within

sixty (60) days after such damage, terminating this Lease of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on the date so specified in such notice, and the Rent reduced or abated entirely in accordance with this Section 25(b), shall be paid up to the date of said such termination.

(c) Notwithstanding anything to the contrary contained in this Section 24 Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Section occurs during the last six (6) months of the Lease Term or any extension thereof, and either party hereto shall have the right to terminate this Lease.

(d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any fixtures or other personal property of Tenant. Tenant must insure its fixtures and personal property.

26. Eminent Domain.

If more than twenty-five percent (25%) of the Leased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Leased Premises are taken (and neither party elects to terminate as herein provided), the Rent thereafter to be paid shall be equitably reduced. If any part of the Building other than the Leased Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the taking of the fee, Tenant shall be entitled to any and all awards and/or settlements which may be given on account of the value with the leasehold estate or Tenant's improvements or trade fixtures, so long as Landlord's award is not reduced thereby.

27. Parking and Common Areas.

(a) Tenant acknowledges Landlord has secured the use of parking facilities from the City of Rockford ("Parking Deck") adjacent to the Building. Landlord covenants that at all times during the Lease Term, Tenant shall have the non-exclusive right, in conjunction with other tenants of the building, and shall have available to it one (1) parking stall per every three hundred (300) Rentable Square Feet of the Building, for use by its employees, clients and guests for automobile parking (55 spaces). Landlord will use commercially reasonable efforts to persuade the City of Rockford to identify, by signage, those parking spaces reserved for use by tenants of the Building. Landlord shall have the right to assign those stalls to be used by Tenant and its employees, customers and guests, in which event Tenant shall have the exclusive right to use such stalls. In addition to the parking stalls (55 as noted above), Tenant and its employees, clients and guests may also use the parking stalls on the first level of the Wyman Street side of the Parking Deck. Use of the parking spaces in the Parking Deck will be subject to the terms and conditions existing in the parking lease between Landlord and Tenant, except

Landlord shall be responsible for payment of rent pursuant to the Parking Deck Lease. Landlord agrees to furnish to Tenant a copy of any revised Parking Deck Lease with the City to Tenant. Tenant agrees that if the City of Rockford increases the amount Landlord pays for the use of the Parking Deck, Tenant shall be responsible to pay its proportionate share of any increase based on 55 spaces.

(b) Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use the Common Areas during the entire Lease Term, or any extension thereof, for ingress and egress. Landlord shall maintain the Common Areas in good repair, reasonably clear of debris, lighted, temperature controlled and open during regular building hours, which shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays. As set forth in Section 4 herein above, the Landlord's costs associated with the maintenance of the common areas shall be a Building Operating Expense.

(c) Tenant, in the use of said Common Areas, agrees to comply with such reasonable rules, regulations and charges as Landlord may adopt from time to time for the orderly and proper operation of said Common Areas. Such rules may include, but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, if available and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. Signs.

(a) Exterior Sign: Tenant may install an exterior sign, at its sole cost and expense, on the plaque signage located on the exterior of the Building. Notwithstanding the foregoing, Tenant's sign must be a "building standard" sign, as defined at the sole discretion of Landlord and Tenant's use and placement of any signs is subject to all applicable governmental approvals, regulations and ordinances.

(b) Interior Sign: Tenant may paint, attach or affix Tenant's name to the wall near the principal entrance of the leased Premises or on the door itself, the cost of which signs and installation shall be paid by Tenant. The exact size, color, design and placement of Tenant's sign shall be subject to approval by Landlord.

(c) No signs may be placed in or on any window in Tenant's space without Landlord approval.

(d) Upon expiration of the Lease Term or upon termination of this Lease, Tenant shall remove any signage it has installed to the Building, at its sole cost and expense, and will restore the area on the exterior Building signage it has placed its sign to its original condition.

(e) All existing exterior and interior signage is approved by Landlord.

29. Displays.

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Leased Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Leased Premises or any advertising medium which may be heard or seen outside the Leased Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts without the prior written consent of Landlord, which shall not be unreasonably withheld.

30. General Provisions.

(a) Plats and Riders. Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

(b) Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(c) Marginal Headings. Other than those identified In the Definition section of this lease, the marginal headings and section titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any party hereof.

(d) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(e) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(f) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of, or with the permission of, Landlord.

(g) Landlord Warranties. Landlord represents, covenants and warrants: (i) that it has lawful title to the Building and has full right. power and authority to enter into this Lease; (ii) that the permitted "use" of the Leased Premises does not currently violate the terms of any of Landlord's insurance policies, and is permitted by the building codes applicable to the Building; and (iii) that it currently maintains, and shall maintain throughout the Lease Term, all risk of physical loss coverage for the full replacement cost of the Building and general liability insurance coverage for the Building consistent with that being maintained from time to time by reasonably prudent owners of properties

similar to the Building in the same area, but excluding Tenant Improvements or Tenant's personal property. Landlord additionally covenants that it shall take no action that will interfere with Tenant's intended usage of the Leased Premises.

(h) Late Charges. If any installment of rent or any sum due from Tenant shall not be received by Landlord's designee within five (5) days after said amount is past due, then Tenant shall pay to Landlord a late charge commencing with the second violation in any calendar year, equal to One Hundred Dollars (\$100.00). The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant.

(i) Prior Agreement. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(j) Inability to Perform. This Lease and the obligations of Tenant and Landlord hereunder shall not be affected or impaired because the other is unable to fulfill any of its obligations hereunder or is delayed in doing so, unless such Inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such party.

(k) Partial Invalidity. If any provision of this Lease is deemed to be invalid, void, or illegal, such provision shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain In full force and effect.

(l) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(m) Choice of Law. This Lease shall be governed by the laws of the State of Illinois. Any litigation concerning or arising out of this Lease shall be brought exclusively in a court of competent jurisdiction located in Winnebago County, Illinois, and Landlord and Tenant waive any objection to such venue.

(n) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover its expenses and costs, including its attorneys' fees and expert witness fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.

(o) Sales of Leased Premises by Landlord. In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the

consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease. Provided further, that any contract for purchase and sale by and between the Landlord and any third party relating to the Building shall contain a provision requiring the third party purchaser to assume and agree to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(p) Subordination; Attornment. Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect to the full term hereof, and such term shall be included in any subordination agreement given by Tenant.

(q) Notices. Any notices required, permitted or desired to be given hereunder this Lease shall either be (i) delivered personally; (ii) sent by nationally recognized overnight courier; or (iii) mailed via registered certified mail, return receipt requested, to the following addresses, and shall be deemed to have been received on the day of personal delivery, one (1) business day after deposit with a nationally recognized overnight courier or three (3) business days after deposit in the mail. Notices which are not personally delivered to either party shall be sent:

If to Landlord: to Landlord's Mailing Address.

If to Tenant: to the Tenant's Mailing Address.

(r) Mitigation/Reasonableness. Landlord and Tenant shall use reasonable efforts to mitigate any of their respective damages in the event of a default by the other. Wherever either party to the Lease is required or requested to give its consent, such consent shall not be unreasonably withheld.

(s) Tenant's Statement (Estoppel Certified). Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the Lease Term. Any such

statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Leased Premises area part.

(t) Authority of Tenant. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation.

(u) Authority of Landlord. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she has full authority to do so and that this Lease binds the limited liability company.

(v) Asbestos. Landlord represents and warrants that, as of the Commencement Date, that any asbestos or other potentially hazardous materials not removed from the Building has been properly abated or encapsulated as required by all applicable federal, state or local laws, rules and regulations.

31. Brokers.

Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this lease other than any broker or agent representing Landlord.

32. Submission of Lease.

The submission of this document for examination and negotiation shall not be deemed an offer. This Lease shall only be binding upon execution by both Landlord and Tenant.

33. Compliance.

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environment Response Compensation and Liability Act, and The Americans with Disabilities Act.

34. Additional Contingencies.

Landlord will have the right to approve of the form and language of the particular subleases, which approval shall not be unreasonably withheld.

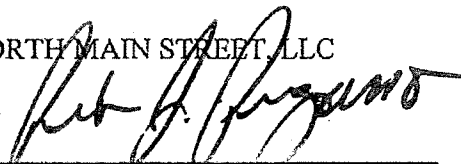
LANDLORD:

TENANT:

303 NORTH MAIN STREET, LLC


THE WORKFORCE CONNECTION

By:
Its:



President, CEO

By:
Its:



Board Executive Director

Date: _____

Date: 6/29/2020

Exhibit A

INTERGOVERNMENTAL AGREEMENT TO UTILIZE SPACE No. 6158

The parties, the City of Rockford, hereinafter called City, and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Employment Security, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
2. **NOTICE:** All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

City of Rockford Attn: Carrie Hagerty, Finance Director 425 E. State Street Rockford, IL 61104 Phone: (779) 348-7327 Fax: (815) 967-6952	Dept. of Central Management Services Manager of Transactions 623 Stratton Office Building 401 S. Spring Street Springfield, IL 62706 Phone: 217-782-9117 Fax: 217-557-1036
---	--
3. **PREMISES:** The City agrees to provide for use by the State certain real property consisting of approximately 9,970 square feet located at 303 North Main Street, Rockford, Illinois, hereinafter called "Premises". The State shall have available for its use parking for 33 vehicles, including 4 handicap accessible spaces.
4. **TERM:** The term of this Agreement is for (60) months commencing July 1, 2020 and expiring June 30, 2025. This is a Sub-Agreement under a lease between the City of Rockford and Main Street Partners of Rockford, LLC, attached hereto as Exhibit J.
5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated or renegotiated.
6. **RENT:** The State shall pay rent to the City in accordance with the attached Exhibit C. Rent shall be paid monthly, in arrears, subject to legislative appropriation, by State warrant. Send payment to: City of Rockford, Financial Director, 425 E. State Street, Rockford, IL 61104. All rent paid by the State to the City will be paid by the City to Main Street Partners, LLC, in full satisfaction of any rent due under the lease attached as Exhibit J, for the Premises defined in Paragraph 2 herein.
7. **AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS:** This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to City of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon City receipt of notice.
8. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State business.
9. **TERMINATION:** The State has the option to terminate this Agreement at any time by giving 30 days' written notice prior to termination. The City of Rockford has the option to terminate this Agreement at any time by giving 30 days' written notice prior to termination.

Intergovernmental Agreement No. 6158
Page 2

10. MAINTENANCE & OPERATING FEES: The City shall be responsible for all maintenance and repairs of the Premises and any parking facilities. In addition to maintenance and repairs, the City will also be responsible for services shown in Exhibit D and Exhibit D-1. The State shall be responsible for reimbursement for proportionate share of paper products usage, and for maintaining its own equipment.
11. MODIFICATION: State will not make any modifications to the Premises without the prior written consent of the City.
12. AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) The City and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the City for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. City and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The city or subcontractors shall not impose a charge for audit or examination of the City books and records.
13. FREEDOM OF INFORMATION ACT: This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
14. CONTRACTUAL AUTHORITY: CMS, as Lessee, shall be the only State entity responsible for payment under this Agreement, unless said Agreement is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the Agreement.
15. OPERATION OF PROGRAMS: The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
16. ASSIGNMENT: The State shall not assign or sublease its rights under this Agreement.
17. EXHIBITS: The following Exhibits are appended hereto and by reference made a part of this Agreement: Exhibit G Disclosure Statement; Standard Certifications for Intergovernmental Agreements; Exhibit I Federal Taxpayer Identification Number and IRS Form W9; Exhibit K Disclosure of Business Operations with Iran.

Intergovernmental Agreement No. 6158
Page 3

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed by authorized parties on the dates shown below.

GOVT ENTITY: City of Rockford

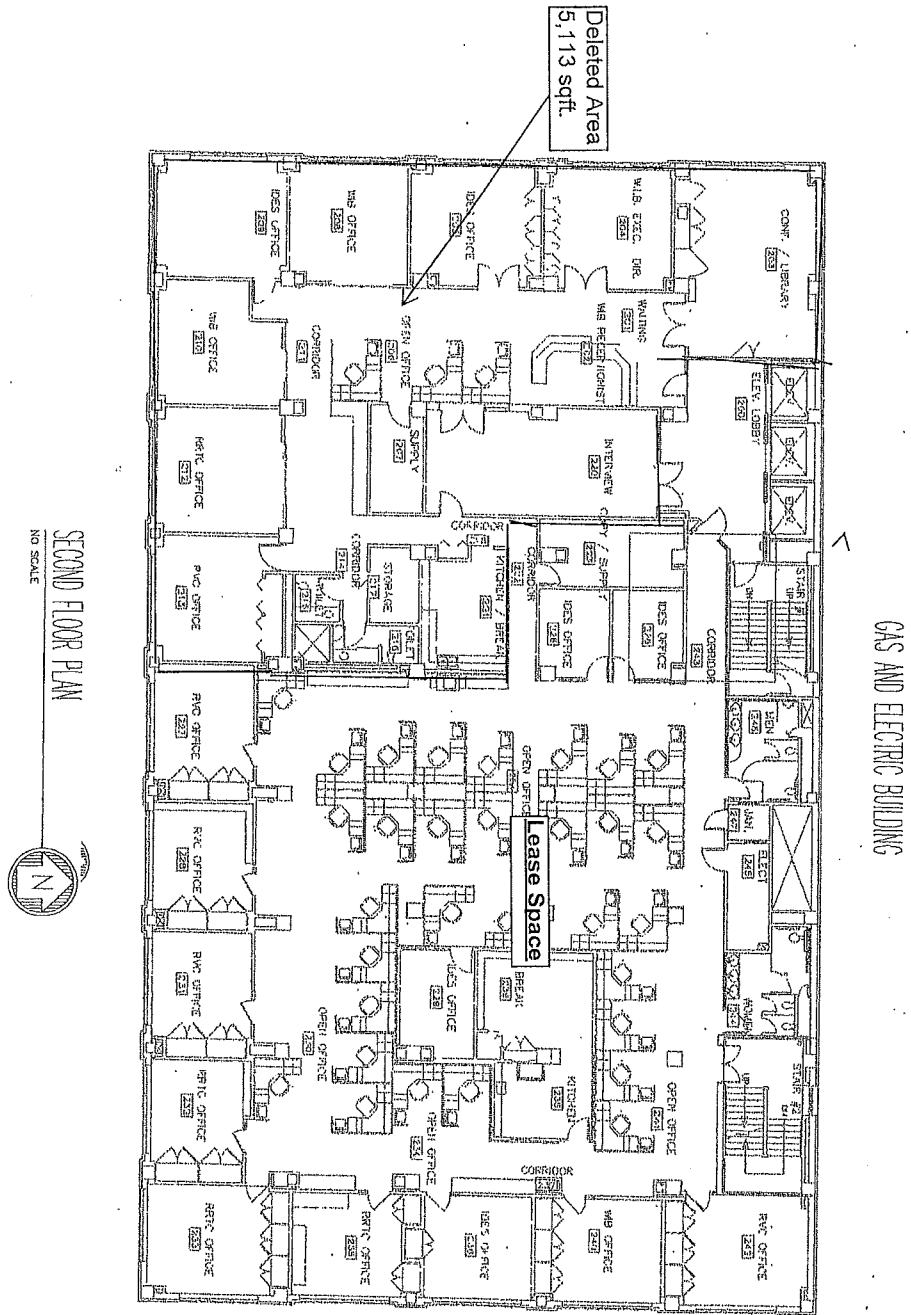
Signed: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

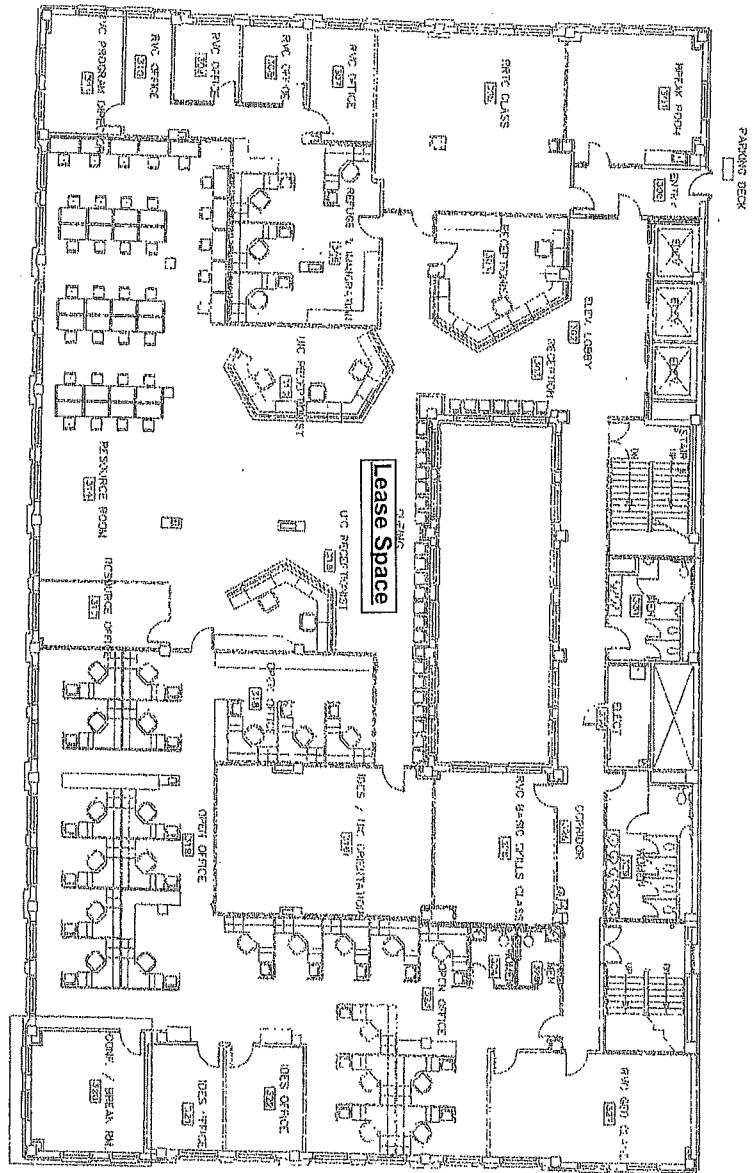
Signed: _____
Printed Name: Janel L. Forde
Title: Director
Date: _____

Negotiated by: Thomas Gaudreau Date: May 4, 2020

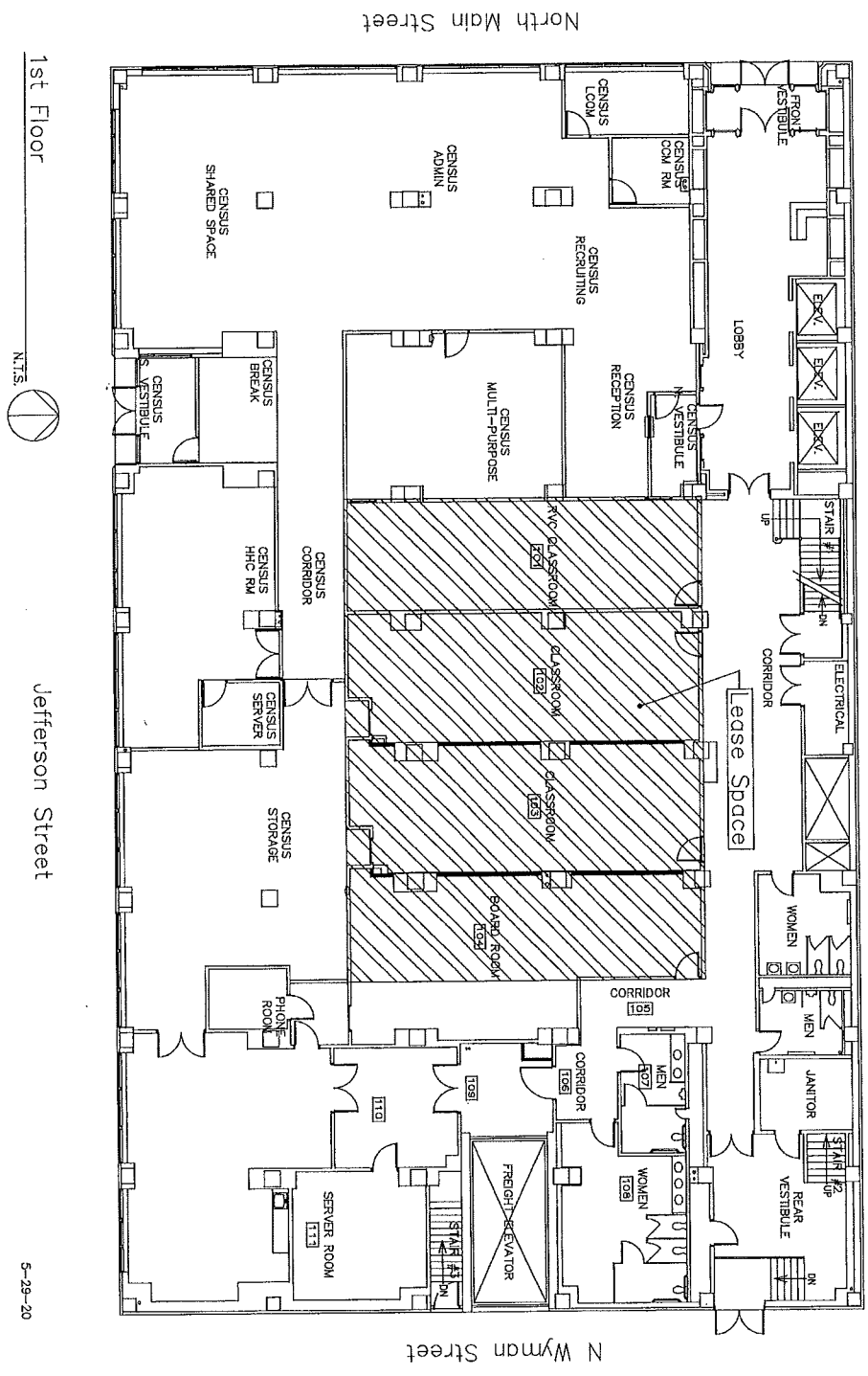
Exhibit B



GAS AND ELECTRIC BUILDING

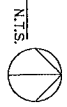


THIRD FLOOR PLAN
NO SCALE



North Main Street

1st Floor



Jefferson Street

N Wyman Street

Parking Garage

5-29-20

EXHIBIT 2

&

EXHIBIT C

Landlord's Rules and Regulations

1. The sidewalks, entry passages, elevators (if installed in the Building) and common stairways shall not be obstructed by the Tenant or used for any other purpose than for ingress and egress to and from the Leases Premises. The Tenant will not place or allow to be placed in the Building corridors or public stairways any waste paper, dust, garbage, refuse or anything whatever.
2. The washroom plumbing fixtures and other water apparatus shall not be used for any purpose other than those for which they were constructed, and not sweepings, rubbish, rags, ashes or other substances shall be thrown therein. The expense of any damage resulting by misuse by the Tenant shall be borne by the Tenant.
3. The Tenant shall permit window cleaners to clean the windows of the Leased Premises during normal business hours.
4. No birds or animals shall be kept in or about the Property nor shall the Tenant operate or permit to be operated any musical or sound-producing instruments or device or make or permit any improper noise inside or outside the Leased Premises which may be heard outside such Leased Premises.
5. No one shall use the Leased Premises for residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
6. All persons entering and leaving the Building at any time other than during normal business hours shall register in the books which may be kept by the Landlord at or near the night entrance and the Landlord will have the right to prevent any person from entering or leaving the Building or the Property unless provided with a key to the premises to which such person seeks entrance and a pass in a form to be approved by the Landlord. Any persons found in the Building at such times without such keys and passes will be subject to the surveillance of the employees and agents of the Landlord.
7. No dangerous or explosive materials shall be kept or permitted to be kept in the Leased Premises.
8. The Tenant shall not permit any cooking in the leased Premises except for food warmed up in microwaves for consumption by employees or guests of the Tenant. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Leased Premises without the prior written approval of the Landlord. Only persons authorized by the Landlord shall be permitted to deliver or to use the elevators (if installed in the Building) for the purpose of delivering food or beverages to the Leased Premises.
9. The Tenant shall not bring in or take out, position, construct, install or move any safe, business machine or heavy office equipment without first obtaining the prior written consent of the Landlord. In giving such consent, the Landlord shall have the right in its

sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only at times consented to by the Landlord and the persons employed to move the same in and out of the Building must be acceptable to the Landlord. Safes and other heavy office equipment will be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building or carried in the elevators (if installed in the Building) except during hours approved by the Landlord.

10. The Tenant shall give the Landlord prompt notice of any accident to or any defect in the plumbing, heating, air-conditioning, ventilating, mechanical or electrical apparatus or any other part of the Building.
11. The Tenant shall not mark, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Leased Premises and the Building without prior written consent of the Landlord, which shall not be unreasonably withheld and further provided Tenant repairs the same prior to the termination of the Lease.
12. Except with the prior written consent of the Landlord, no tenant shall use or engage any person or persons other than the janitor or janitorial contractor of the Landlord for the purpose of any cleaning of the Leased Premises.
13. If the Tenant desires any electrical or communications wiring, the Landlord reserves the right to direct qualified persons as to where and how the wires are to be introduced, and without such directions no borings or cutting for wires shall take place. No other wires or pipes of any kind shall be introduced without the prior written consent of the Landlord.
14. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord. Additional keys may be obtained from the Landlord at the cost of the Tenant.
15. The Tenant shall be entitled to have its name shown upon the directory board of the Building and at one of the entrance doors to the Leased Premises all at the Tenant's expense, but the Landlord shall in its sole discretion design the style of such identification and allocate the space on the directory board for the Tenant.
16. The Tenant shall keep the window coverings (if any) in a closed position during period of direct sun load. The Tenant shall not interfere with or obstruct any perimeter heating air-conditioning or ventilating units.
17. The Tenant shall not conduct, and shall not permit, any canvassing in the Building.
18. The Tenant shall take care of the rugs and window coverings (if any) in the Leased Premises and shall arrange for the carrying-out of regular spot cleaning and shampooing of carpets and cleaning of window coverings in a manner acceptable to the Landlord.

19. The Tenant shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the exterior of the Leased Premises or elsewhere if such sign, advertisement, notice or other display is visible from outside the Leased Premises without the prior written consent of the Landlord which may be arbitrarily withheld. The Tenant, upon request of the Landlord, shall immediately remove any sign, advertisement, notice or other display which the Tenant has placed or permitted to be placed which, in the opinion of the Landlord, is objectionable, and if the Tenant shall fail to do so, the Landlord may remove the same at the expense of the Tenant.

20. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter the same as in its judgment may from time to time be needful for the safety, care, cleanliness and appearance of the Leased Premises and the Building and for the preservation of good order therein, and the same shall be kept and observed by the tenants, their employees and servants. The Landlord also has the right to suspend or cancel any or all of these rules and regulations herein set out.

EXHIBIT D
Janitorial Specifications

Integrated Pest Management

To minimize potential exposure to pesticides and rodenticides (except use as bait and traps) in the indoor environment, Integrated Pest Management practices shall be used in the tenant space. At a minimum, the Lessor shall provide the following services for Integrated Pest Management:

- (1) An initial inspection of the tenant space to identify problem areas, equipment, structural features and management practices that could contribute to pest infestations, and written recommendations to reduce potential pest infestations;
- (2) written methods and procedures to assess pest population levels, monitoring stations and inspection schedules;
- (3) written description of site-specific pest control methods and least-hazardous methods to be used to respond to pest populations exceeding established thresholds including bait and trap stations;
- (4) written recommendations for maintenance and sanitation measures required to prevent future pest infestations;
- (5) written Notice, subject to Lessee approval, for the application of pesticides or other chemicals when necessary to control an existing pest infestation including Material Safety Data Sheets; and,
- (6) the prohibition of routine scheduled spraying of chemical substances as a pest management practice.

Janitorial Specifications

- Office space Cleaning occupied by the Tenant one time per week. Tenant has the option of requesting, at its discretion, additional cleaning of Office Space. In the event of such request, Landlord shall obtain a cost quotation from its janitorial service vendor and provide a copy thereof to Tenant. Tenant may then request the Landlord arrange for such additional cleaning with its vendor. Tenant shall reimburse Landlord within ten (10) days of receipt of Landlord's request for reimbursement of the cost of additional cleaning which reimbursement shall be in an amount not exceeding the vendor quote.
- Bathroom Cleaning - five days per week.
- Lobby floor vacuuming three days per week.

- "Cleaning" will include vacuuming, trash service, washrooms, sweep, damp mop and sanitize hard floor services.
- Trash will be removed from occupied spaces daily (Monday-Friday).
- Lessor shall professionally clean carpeting twice annually (once during April-May and once during October- November).
- Notwithstanding any of the foregoing requirements, in the event one or more of Tenant's employees test positive for Covid-19, then in such event, at the option and discretion of Tenant, Landlord will provide deep cleaning of the entire Leased Premises, or such part of the Leased Premises which is specified by Tenant, in order to sanitize the Leased Premises, or part thereof, and protect co-employees and public and private invitees. The extent of cleaning will meet the Illinois and Winnebago County Departments of Public Health standards and requirements for sanitizing equivalent spaces as may then exist. Tenant shall reimburse Landlord for all costs incurred by Landlord in connection with any deep cleaning of the entire Leased Premises per this paragraph. Tenant shall reimburse Landlord within ten (10) days of receipt of Landlord's request for reimbursement which shall include reasonable back-up documentation for the costs incurred by Landlord.

Except as otherwise noted as reimbursement items, costs associated with the pest management and janitorial services are included in the lease rate.

**Subaward Agreement Between
Rock Valley College and Goodwill of Northern Illinois-Youth**

Background: Rock Valley College and Goodwill of Northern Illinois were approved to be the Workforce Innovation and Opportunity Act (WIOA) Youth provider for services in the region. WIOA is a federally funded program passed down through the states to the local service delivery areas.

Rock Valley College and Goodwill of Northern Illinois implemented the Youth grant effective July 1, 2019 through June 30, 2021. The Youth program was granted an extension of this grant agreement, ending June 30, 2022. The Rock Valley College portion of the grant was \$40,393. A Subaward Agreement was implemented with Goodwill of Northern Illinois for the implementation of this grant, ending June 30, 2022. An extension of this agreement is needed to cover the dates of the grant. This will extend that agreement with Goodwill of Northern Illinois, ending on June 30, 2022.

This cost reimbursement agreement is not to exceed the total sum of \$40,393 from July 1, 2021 to June 30, 2022.

Recommendation: It is recommended that the Board of Trustees approve the Subaward Agreement for the Workforce Innovation and Opportunity Act One-Stop Operator and Career Services grant. **Attorney Reviewed.**

Funding Source: Federal WIOA funding

Howard Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**Agreement between Goodwill Industries of Northern Illinois and Rock Valley College
Elevate Youth Program Year 2021**

This Subaward Agreement (or this “Subaward”) is made by and between Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc. (“Goodwill”) and Rock Valley College, (also referred to as “Subrecipient”) (collectively referred to as the “Parties”).

Subject to execution of this subaward by both Parties, Goodwill agrees to provide a subaward to subrecipient in an amount not to exceed \$40,393 for Career Readiness courses, to include both: (1) Career Readiness and (2) Credentials to Careers.

The Parties to this Subaward represent and warrant now and at all times during the term of this subaward that they will comply with the requirements of the Workforce Innovation and Opportunity Act (“WIOA”) and the Trade Act of 1974 (“Trade Act”), and with the Federal and State regulations and policies promulgated there-under; with all applicable Office of the Management of the Budget (“OMB”) circulars; and with all applicable Federal, State and local laws and regulations. Subrecipient shall comply with all policies and procedures as may be from time to time required by Goodwill and The Workforce Connection (“TWC”) to carry out the terms of the subaward.

Background:

Goodwill and Rock Valley College were approved to be the contractors for the WIOA Youth grant through The Workforce Connection. WIOA is a federally funded program. This grant is the third year of a contract and runs from July 1, 2021 through June 30, 2022. This is the last year of the three year term.

Goodwill is the lead agent and all contracts and budgets will be managed by Goodwill. Rock Valley College is a sub-contractor to Goodwill and will submit budgets to Goodwill for approval.

Subrecipient Services to be provided:

Rock Valley College will staff the Career Readiness Specialist position, which will teach both Career Readiness courses and Credentials to Careers (a post-secondary navigation) course.

A. Career Readiness Course:

Per the scope of services, the description of the Career Readiness course is below:

Career Readiness course will provide students with the necessary skills to understand and demonstrate life skills and employment expectations and find and maintain employment in the community. Youth will attend career readiness courses during their work experience; however, the Parties will also provide opportunities for youth to attend class and then complete a work experience if their schedule requires it. Work experience will allow youth to demonstrate the skills learned during career readiness. Career Readiness is more than a class, as students engage, interact, and demonstrate behaviors needed for the workplace.

The topics for Career and Work Readiness were adapted from the Illinois Essential Employability Skills Framework and Self-Assessment. This framework was developed by the Illinois Community College Board, the Illinois Department of Economic Opportunity, Chambers of Commerce, and Illinois businesses, and addresses the soft skills and work readiness skills that employers cite as the most needed in the workforce. The Parties have added additional topics and skills to meet the needs of both youth and employers.

Job seeking skills include document creation such as resumes, cover letters, and reference cultivation, as well as employment paperwork such as an I9 and W4. Youth will also learn the importance of ethics, communication, and teamwork. Financial literacy and personal finance and entrepreneurship will be incorporated to ensure well-rounded learning, leadership and service are built and weaved in throughout all lessons and activities. Learning will be done in a classroom, with application, coaching, and reinforcement at the work site.

Career Readiness classes will provide students with the necessary skills to understand and demonstrate employment expectations, as well as develop the life skills necessary to be successful in the workplace.

Both in school and out of school youth will attend Career Readiness classes with the following subjects, however, the method of instruction and timeline may vary depending on the in school/out of school status and needs of the youth. In school youth may attend Career Readiness either during spring break or contextualized with their work experience. Out of school youth may attend Career Readiness upon enrolling as a stand-alone class or contextualized with their work experience.

The topics for Work Readiness were adapted from the Illinois Essential Employability Skills Framework and Self-Assessment, with additional topics and skills added to meet the needs of both youth and employers. This framework was developed by the Illinois Community College Board, the Illinois Department of Economic Opportunity, Chambers of Commerce, and Illinois businesses. Additions to the curriculum provide metrics to measure pre-course knowledge, retention of material, and demonstration of skills and knowledge gained as well as critical topics not covered in the Essential Employability Skills framework.

Topics covered in class will provide youth an understanding of work expectations, as well as prepare them to find and maintain work. Below are the subjects to be covered.

Topic	Application	Outcomes expected
Work expectations/readiness		
Professional Ethics Integrity, Respect, Perseverance, Positive Attitude, Social Media, Workplace etiquette and appearance	Assessed through formal assessment, completion of work, behaviors in class and at work, reinforced through coaching and corrective action	<ul style="list-style-type: none"> • Self awareness of ethics and boundaries • Awareness of employer expectations and how to meet them, including appearance • Social media check up and clean up
Teamwork Critical thinking, effective and cooperative work, Conflict resolution	Assessed through formal assessment, behaviors in class and at work, success of collaborative work and	<ul style="list-style-type: none"> • Awareness of effects on others • Understanding of team dynamics • Understanding and practice

	projects, reinforced through coaching and corrective action	of conflict resolution skills
Communication Active Listening, Clear Communication, Code shifting	Assessed through formal assessment, communication in class and at work, reinforced through coaching and corrective action	<ul style="list-style-type: none"> • Ability to actively listen to others • Ability to clearly communicate both verbally and in writing • Ability to assess an audience and effectively communicate with different audiences
Work Ethic Dependability, Professionalism	Assessed through formal assessment, attendance and punctuality at work and class, reinforced through coaching and corrective action	<ul style="list-style-type: none"> • Understanding of employer expectations for punctuality and attendance • Ability to troubleshoot barriers and issues that lead to a lack of dependability or attendance issues
Job Seeking		
Career exploration and mapping	Assessed through completion of mapping,	<ul style="list-style-type: none"> • Understanding of career pathways and target industries, including local high demand occupations • Understanding and ability to make informed career decisions based on outlook, growth, and wage projections • Completion of a personal career pathway map
Digital Literacy	Assessed through digital literacy assessment, hand on work	<ul style="list-style-type: none"> • Ability to utilize computers and digital devices effectively for job search, education, and employment
Documents for job seeking	Creation of resume, cover letter, cultivation of references, application created, review of tax forms (I9 and W4) for employment	<ul style="list-style-type: none"> • Ability to create and update employment documents • Ability to execute a job search and know resources for assistance in future job searches • Ability to understand and complete employment paperwork

Interviewing and Wage Negotiation	Assessed through mock interview, work experience interview, practice, and coaching	<ul style="list-style-type: none"> • Ability to perform effectively on an interview to obtain work • Ability to analyze an offer and research market rates • Ability to negotiate a wage professionally
Life Skills		
Financial literacy	Assessed through formal assessment, discussion, and coaching	<ul style="list-style-type: none"> • Understanding of basic budgeting • Understanding of debt prevention and management • Ability to create and maintain a budget
Leadership and service	Assessed through behaviors in class and at work, reinforced through projects and coaching	<ul style="list-style-type: none"> • Self awareness of leadership style • Understanding of service principles and options
Entrepreneurship	Assessed through formal assessment and discussion	<ul style="list-style-type: none"> • Understanding of self employment principles and resources

B. Credentials to Career Course:

Additionally, the Credentials to Careers course, will be taught for youth interested in continuing their education. Both courses will be taught on a regular basis for youth, with classes at least once per month.

The Credential to Careers course includes the following subjects:

Topic	Application	Outcomes expected
Choosing a career path	Assessed through discussion, career cruising, O*Net	<ul style="list-style-type: none"> • Understanding of different career options and the education and skills needed to obtain employment in the pathway
Understanding funding for post-secondary education	Assessed through discussion, funding application completion including FAFSA, and budgeting	<ul style="list-style-type: none"> • FAFSA form completed • Budget completed with understanding of

		costs and consequences
Applying to school	Assessed through discussion, coaching, and applications submitted	<ul style="list-style-type: none"> • Understand the application process and timelines
Goal setting	Assessed through discussion, and coaching and goal plan created	<ul style="list-style-type: none"> • Understand how to set goals • Understand how to plan for achievement
Skills for success	Assessed through formal assessment, discussion, and coaching	<ul style="list-style-type: none"> • Understand your learning style and how to maximize learning • Understand the different ways to take notes to best retain information • Understand how to properly manage time in school
College Culture	Assessed through formal assessment, discussion, and coaching	<ul style="list-style-type: none"> • Understand the differences in High school and college culture • Understand the resources you need and have access to

Financial Management and Reporting

Subrecipient will report all necessary fiscal and program data monthly to Goodwill in a timely fashion so that all reporting can be achieved. All reports, including fiscal and programmatic will be turned in by the 12th of each month or the business day directly following the 12th (if the 12th falls on a weekend or holiday). Goodwill will pay Rock Valley College within 30 days of receiving the invoice for services.

Actual expenditures for specific line items may exceed the line item budget by 10% or \$100 (whichever is greater), as long as the overall Program Budget has not been exceeded. If the actual expenditure or the line item exceeds or is expected to exceed the amount set forth for that line item in the Program Budget by more than said variance, a modification may be requested to transfer larger amounts of funding between line items.

To the extent that Rock Valley College has received funds from Goodwill which are subsequently disallowed through an audit or review, Rock Valley College will hold Goodwill harmless from any losses and repay Goodwill for costs which have been advanced to Rock Valley College.

Rock Valley College is responsible for maintaining a sound fiscal management system. This system will clearly identify revenues and expenses pertaining to this SUBAWARD.

Rock Valley College must maintain a separate record of accounts by program code, center, or fund for this subaward and will report costs for reimbursement from this record of accounts. All monies expended for WIOA sub awarded programs will be charged to the “program” cost category. All costs must be documented, and the supporting documentation must be correlated to the report of expenditure request for reimbursement.

Rock Valley College shall maintain records that clearly reflect WIOA funds received and WIOA funds on hand. At any given time, Goodwill, The Workforce Connection or its fiscal agent must be able to verify, based on subrecipient records that reimbursements were deposited to subrecipient’s account, and must also be able to determine the amount of WIOA funds on hand.

Rock Valley College shall maintain accounting records that are supported by source documentation. Subrecipient shall in these and other respects comply with applicable provisions of 2 CFR Part 200 – Uniform Administrative Requirements, cost principles, and audit requirements for federal awards; Subrecipient will comply with 2 CFR § 200.212 subjecting non-Federal entities and contractors to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180; Subrecipient may not prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information – P.L. 113-114, Division E, Title VII, Section 743.

Indirect costs are those incurred for a common or joint purpose benefiting more than one (1) cost objective, and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. (See 2 CFR § 200.414).

Rock Valley College shall comply with the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1, et seq., and OMB guidance for tracking and reporting indirect costs.

The indirect cost rate applicable to this subaward is 10 %.

Records

Rock Valley College will be required to maintain files, including documentation of expenses, logs, and programmatic files. Rock Valley College will also be required to log all programmatic activities in the State System, IWDS, in a timely fashion, not more than 10 days after the service or interaction occurs.

Rock Valley College shall keep and maintain in a secure fashion all records created or received by Subrecipient in relation to the subaward during the existence of the subaward. The term “records” shall include, without limitation, all documents, accounts, ledgers, lists, and communications in whatever form created, received or stored including written and electronic records.

Subrecipient shall keep and maintain the records in a secure fashion for a period not less than seven (7) years following termination of the subaward and all other pending matters, if any, are closed.

Goodwill or The Workforce Connection, or an individual or entity designated by Goodwill, may audit Subrecipient's programs that affect this subaward. Subrecipient agrees to allow Goodwill, or an individual or entity designated by Goodwill, access to all records for the purpose of audit and fiscal monitoring.

Goodwill shall be furnished access to subrecipient's program staff, records, and Participants for the purpose of monitoring, review, and evaluation of program performance. Rock Valley College agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by Goodwill staff, designees of Goodwill, or agents of the State or Federal Government to the facilities or operations of subrecipient.

Period of Performance

This agreement will commence on July 1, 2021 and will continue through June 30, 2022. This is the third and final year of this contract.

Bonding and Insurance Requirements

Every officer, director, agent, or employee authorized to act on behalf of subrecipient in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of bonding coverage shall be for the highest advanced amounts through check planned for the present grant year. Subrecipient shall provide upon receipt a copy of all bonds referenced herein.

If Rock Valley College, in conducting activities under a grant or this subaward with Goodwill, uses motor vehicles, Subrecipient shall ensure that it has proper and adequate automobile insurance. Subrecipient herewith agrees to indemnify and hold harmless Goodwill against any and all claims, demands, actions, expenses and costs (including attorney's fees and costs) arising from Subrecipient's negligent ownership, maintenance, or use of a motor vehicle.

Subrecipient shall provide automobile insurance issued by an Insurer licensed in the State of Illinois, with coverage of \$1 million for bodily injury and property damage, including coverage for under-insured and uninsured motorists. At no time will Participants be transported by staff in private vehicles.

Rock Valley College shall conduct a criminal background investigation on all staff members. Rock Valley College shall comply in all respects with the provisions of Federal and State law in conducting such investigations and the results therein obtained, including without limitation, the provisions of the Illinois Uniform Conviction Information Act, 20 ILCS 2635/1 et seq. A record of conviction discovered through a criminal background investigation shall be reported to Goodwill not more than 30 days after date of receipt. Goodwill may request that a staff member who has a record of conviction be removed from any position funded in whole or in part by this subaward.

Staffing

Subrecipient shall maintain current job descriptions for all positions which are funded in whole or in part by this subaward. These job descriptions shall match each staff member's actual duties. The experience and educational qualifications listed on each job description must match those of the staff member(s) to whom that job description applies. The job descriptions must be kept current.

This grant is subject to the Jobs for Veterans Act (JVA) (Pub. L. 107-288), which establishes a priority of service requirement for covered persons, such as veterans and eligible spouses, including widows and widowers, in qualified job training programs that are funded by the U.S. Department of Labor. Covered persons must meet WIOA or TAA program eligibility requirements to receive priority of services. Rock Valley College agrees to reasonably cooperate in such compliance monitoring as may be from time to time required by Goodwill and The Workforce Connection.

Purchase of property

Any property obtained by Rock Valley College with funds received through this subaward shall be purchased, maintained, and disposed of in accordance with 2 CFR Part 200 and 2 CFR Part 2900. Prior written approval from Goodwill must be obtained before non-expendable property is purchased; three oral quotes must be received for any property with a price not less than \$300.00 and not more than \$1,000.00. Purchases for equipment over \$1,000.00 require three written quotes. Rock Valley College shall maintain all property records in such form and manner as required by TWC, but the title to the property shall be in the name of TWC unless U.S. Department of Labor or State of Illinois regulations direct that the title be maintained in the name of the Federal Government or the State of Illinois.

Rock Valley College must maintain an inventory of all non-expendable property purchased with funds received through this award. Property cannot be disposed of without Goodwill authorization.

Rock Valley College shall maintain a control system which ensures adequate safeguards to prevent property damage, loss or theft, and shall investigate and document any damage to or loss or theft of property. Subrecipient shall promptly notify Goodwill's Mission Services Director in writing concerning the damage, loss, or theft of any expendable and non-expendable property. Subrecipient shall implement adequate maintenance procedures to keep the property in good condition.

Policies

Subrecipient shall implement Participant policies as established by Goodwill and The Workforce Connection and in accordance with the federal and state regulations of WIOA. Subrecipient will develop procedures and processes to implement such policies consistently; and maintain written procedures and processes and provide a copy of the same to Goodwill.

Termination

This Agreement can be terminated for the following reasons:

- (a) If either party is in material breach of this Agreement, the party not in breach may terminate this Agreement by providing the party in breach with a seven (7) day written notice of the date of termination. Cause is a failure to comply with the requirements set forth in the Workforce Innovation and Opportunity Act (WIOA) – Youth Services grant or as directed by Goodwill.
- (b) If Goodwill seeks to terminate for convenience by providing Subcontractor with thirty (30) days written notice of the date of termination.
- (c) This Agreement can also be terminated immediately due to lack of federal funding/reimbursement during the project period upon written notice to Goodwill. The Grantee will inform the subcontractor immediately of any funding issues when informed by U.S. Department of Labor.

If this Agreement is terminated pursuant to above items (b) or(c), Goodwill shall pay Subrecipient all authorized and properly billed costs up to and including date of termination or such reasonable part of its fee as shall apply to services properly performed hereunder prior to the date of such termination. Such termination shall not give rise to any claims or cause of action against Goodwill for damages or for other or extra remuneration.

Dispute or grievance

Any dispute between subrecipient and Goodwill shall be resolved by initiation of judicial proceedings brought before a court of competent jurisdiction in Winnebago County, State of Illinois.

Subrecipient shall immediately notify Goodwill in writing of any actions or suits filed and of any claims made against Goodwill, Subrecipient, or any of the parties involved in the implementation and administration of the programs funded under this subaward.

Public Credit

Rock Valley College expressly understands that any dissemination of information to the public concerning the subject of this subaward shall be approved in advance by Goodwill and done with full credit to the funding sources. All services offered through this funding shall be promoted under the “Elevate” and “The Workforce Connection” brands. Promotional and outreach materials shall be approved in advance by Goodwill. Subrecipients shall not develop or maintain a website, webpage or social media page for the promotion or information provision related to programs and activities funded through this subaward.

Hold Harmless

Subrecipient agrees to indemnify and save harmless Goodwill from and against any and all claims, demands, actions, and causes of action of every kind and character arising or which may at any time arise in favor of any Participant, trainee, student, employee, agent, invitee, or representative of subrecipient, arising from the any neglect, fault or default of Subrecipient occurring in connection with this subaward.

Salary and Bonus limitations

Rock Valley College shall comply with Public Law 109-234, and specifically Section 7013 therein regarding limits on salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration (ETA) and provided to subrecipient. See U.S. Department of Labor Training and Employment Guidance Letter No. 5-06 for more information.

Modifications

Any Federal or State laws or regulations which affect this subaward, and any and all such Federal, State, and local laws and ordinances and regulations which may, from time to time, and at multiple times, be newly adopted, altered or amended shall be incorporated into this subaward on the effective date of the laws or regulations and any amendments thereof. This subaward may be modified based upon changes in Federal and/or State guidelines that may be forthcoming as a result of legislative changes as long as such changes do not significantly affect the scope of work subject to this subaward.

Any existing Federal, State, or local laws which are relevant or applicable to this subaward but which Goodwill or The Workforce Connection identifies after the subaward is signed shall be immediately incorporated into the subaward without further action by either Party.

If Subrecipient cannot conform to the changes required by Federal or State of Illinois laws, or Federal or State of Illinois regulations, Subrecipient shall immediately notify Goodwill in writing. The Parties shall meet in good faith to establish the standards for the termination of the Subrecipient's program in conjunction with The Workforce Connection and will terminate this subaward as soon as practicable. The best interests of the Participants shall be the primary consideration in establishing the standards for the termination.

All modification requests must be in writing with a full explanation of why the modification is necessary. Modification requests are to be directed to Goodwill's Director of Mission Services for review.

Assurances and Certifications

Rock Valley College hereby assures and certifies that:

1. It possesses the legal authority and has taken such action as may be required to enter into and be bound by this subaward and to execute the program and represents that prior to signing this subaward, it has thoroughly reviewed the same and understands and agrees to the terms set forth herein.
2. It will comply fully with the nondiscrimination and equal opportunity provision(s) of the following laws as such laws now exist or may be hereafter amended:
 - A. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- C. Section 102 of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibit discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
 - F. The Illinois Human Rights Act, as amended, and its Rules and Regulations, which prohibits discrimination in Illinois with respect to employment, financial credit, public accommodations, housing and sexual harassment, as well as sexual harassment in education;
 - G. Nontraditional Employment for Women Act of 1991, as amended, which requires the reporting of information regarding the training and training-related placement of women in non-traditional employment;
 - H. U.S. Department of Labor Regulations at 29 CFR Part 1604, Guidelines on Discrimination because of Sex, Sexual Harassment;
 - I. U.S. Department of Labor Regulations at 20 CFR 652;
 - J. U.S. Department of Labor Regulations at 29 CFR Parts 31 and 32;
 - K. Fair Labor Standards Act of 1938;
 - L. Illinois Victims' Economic Security and Safety Act of 2003;
 - M. Equal Pay Act of 1963;
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 - N. Minimum Wage Act of 1938;
 - O. The Civil Rights Restoration Act of 1987;
 - P. Executive Order 12250;
 - Q. Executive Order 11246;
 - R. U.S. Department of Justice Regulations at 28 CFR Part 42, Subparts F and H; and
 - S. Vietnam Era Veterans' Readjustment Assistance Act of 1974.
3. It will comply with U.S. Department of Labor Regulations at 29 CFR Parts 31, 32, and 37, and other applicable requirements imposed by or pursuant to regulations implementing the laws listed herein, and shall cooperate with such compliance monitoring as TWC or its designee or fiscal agent may from time to time require. Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.
 4. No funds received under this subaward will be used to fund any activities prohibited under WIOA, Federal, State or local laws or implementing regulations.
 5. No WIOA funds received under this subaward will be used to fund the same programs for which Federal Supplemental Educational Opportunity Grants (SEOG) are received, including, but not necessarily limited to, Federal Pell Grants.
 6. No WIOA funds received under this subaward will be used to support any religious or anti-religious activity; Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.
 7. Appropriate standards for health and safety in work and training situations will be maintained.
 8. The program will not result in the displacement of employed workers or impair existing subawards for service.

9. No funds will be used to train Participants to fill a job opening created by the action of an employer in laying off or terminating the employment of any other employee of the Subrecipient in anticipation of filling the vacancy so created by the hiring of a program Participant.
10. No Participant is a member of the immediate family of subrecipient or an employee of subrecipient who is engaged in an administrative capacity. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, brother or sister-in-law, father or mother-in-law, son or daughter-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. The term "person in an administrative capacity" includes those persons who have overall administrative responsibility for a program, including employees who have selection, hiring, placement, or supervisory responsibilities for the Participant.
11. Any requests for Participant information other than requests from potential employers regarding a Participant's training background and progress shall be referred to Goodwill and/or The Workforce Connection.
12. Participants will not be involved in any manner in labor disputes presently existing or that may subsequently arise following the time of execution of this subaward. WIOA funds provided through this subaward shall not be used in any pro or anti-labor union activities.
13. All records and reports required to be completed by subrecipient pursuant to this subaward shall be accurate, true, and correct to the best knowledge of Subrecipient. Any misrepresentation of a material fact concerning the eligibility, accomplishment, or placement of a Participant, may result in WIOA funds being withheld by Goodwill, or legal action, to recover funds paid to subrecipient as a result of such misrepresentation.
14. It will establish safeguards to prevent Subrecipient's staff members, employees, officers, directors, partners, owners, board members, agents, representatives, and volunteers from using their positions for a purpose that is, or gives the appearance of, being motivated by desire to divert WIOA funds for private gain for themselves or others, particularly those with which they have family, business, or other ties as a result of the work to be performed as outlined in the attachments to this subaward.
15. It will be bound by determinations arising from TWC's Debt Collection and Audit Resolution Procedures.
16. It will comply with the non-procurement suspension and debarment regulations implementing Executive Orders 12549 and 12689, 2 CFR 180 (2 CFR 200.212), which prohibits a contract award from being made to parties listed on the government-wide exclusions in the System for Award Management (SAM).
17. It is not disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this subaward by any Federal department or agency (45 CFR Part 76), or by the State of Illinois (30 ILCS 708/25(6)(G)).
18. It will comply fully with the following laws as such laws now exist or may be hereafter amended:
 - A. Subpart C of CFR Part 180, as supplemented by 2 CFR Part 376, Subpart C;
 - B. The Copeland "Anti-kickback" Act, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 3;
 - C. The Davis-Bacon Act of 1931, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 5;
 - D. The Contract Work Hours and Safety Standards Act, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 5;
 - E. The Byrd Anti-Lobbying Amendment, as amended;

F. 37 CRF Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements,” and any implementing regulations issued by TWC pertaining to any assignment or performance of experimental, development, or research work under that “Funding Agreement”, which arises or is developed in the course of or under this subaward, including copyrights and data rights.

G. Procurement standards set forth in 2 CFR 200.322;

H. All applicable standards, orders, or requirements of The Clean Air Act and the Federal Water Pollution Control Act, as amended. Subrecipient will immediately report violations to Goodwill, TWC, and the Regional Office of the Environmental Protection Agency;

I. Mandatory standards and policies relating to energy efficiency which are contained in the Illinois Energy Conservation Code issued in compliance with the Energy Policy and Conservation Act; and

J. All applicable business licensing, taxation and insurance requirements.

19. It will take all necessary steps to assure that minority firms, women’s business enterprises, and labor surplus firms are used when possible, as required by 24 CFR Part 85.36(e).

20. It is not a corporation or agency that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal Agency has considered suspension or debarment of the corporation or agency and has made a determination that this further action is not necessary to protect the interests of the United States Government.

21. It is not an agency or corporation that was convicted of a felony criminal violation under any Federal Law within the preceding 24 months before this subaward was executed, unless a Federal Agency has considered suspension or disbarment of the agency or corporation and has made a determination that this further action is not necessary to protect the interests of the United States Government.

22. It will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, when subaward is more than the simplified threshold amount determined by the Civilian Agency Acquisition Council.

23. It will address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

24. It is able to provide programmatic and architectural accessibility for individuals with disabilities.

25. It will comply with the Grant Accountability and Transparency Act.

26. If subrecipient is a Corporation or a Limited Liability Partnership, it is in good standing for operations in the State of Illinois and will provide a copy of its “Certificate of Good Standing” from the Illinois Secretary of State’s office.

Signatures

Subrecipient’s execution of this subaward shall serve as its certification and representation that subrecipient has read, understands, and agrees to all provisions of this subaward and all the information provided by subrecipient is true and correct in substance and in fact to the best of its knowledge, information and belief formed after due inquiry. Subrecipient represents and warrants that the individual executing this subaward is fully empowered to bind subrecipient to this subaward, that all necessary action has been taken under applicable law and its policies, procedures, and by-laws to authorize execution of this subaward and to bind subrecipient thereto. Subrecipient intends that Goodwill rely on the foregoing representation and warranty as an inducement to Goodwill to execute this subaward.

Rock Valley College

By: _____

Printed name: _____

Date: _____

Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc.

By: _____

Printed name: _____

Date: _____

**ROCK VALLEY COLLEGE
ELEVATE YOUTH PROGRAM
BUDGET PY2021**

Budget Form 1			
PY 2021 WIOA ELEVATE YOUTH PROGRAM			
Organization: Rock Valley College			
Elevate Program (July 1, 2021-June 30, 2022)			
REIMBURSABLE COSTS: PROGRAM			
BUDGET			
WAGES	In School Budget	Out of School budget	Total
Include Employee's Title and wage/hr x hrs/day x # of days	20%	80%	
Career Readiness Coach-50%-\$20.19 hr. x 8hr x 260 days	4,200.00	16,799.00	20,999.00
TOTAL WAGES	4,200.00	16,799.00	20,999.00
FRINGE BENEFITS			
SURS - Wages x 12.70%	547.00	2,187.00	2,734.00
Health/Life/Dental -See Narrative for amount	1,797.00	7,187.00	8,984.00
Retirement Health - Wages x .005	21.00	84.00	105.00
Workmen's Comp. - Wages x 1.01%	87.00	347.00	434.00
Medicare - Wages x 1.45%	61.00	243.00	304.00
TOTAL FRINGE	2,513.00	10,048.00	12,561.00
TOTAL WAGES AND FRINGE	6,713.00	26,847.00	33,560.00
Budget Form 2			
PY 2021 WIOA ELEVATE YOUTH PROGRAM			

BUDGET - OTHER COSTS	2019-2020 In School Budget	2019-2020 Out of School Budget	Total
SUPPLIES			
Training Supplies/Materials/Texts	150.00	500.00	650.00
Office Supplies/Materials/Postage/Duplicating	100.00	500.00	600.00
EQUIPMENT MAINT/RENTAL/PURCHASE			
Office			
Training			
OUTSIDE SERVICES			
Accounting/Bookkeeping			
Computer Operation			
Printing/Duplicating			
MISCELLANEOUS COSTS			
Staff Training (travel, lodging, meals, tuition, conference fees, etc.)	50.00	500.00	550.00
In-Town Travel - \$.58 per mile x 240	40.00	100.00	140.00
Telephone			
Participant Stipends			
Participant Transportation			
Participant Child Care			
Misc. Supportive Services			
Copier	100.00	500.00	600.00
Printing			
Postage			
Indirect 10%	671.00	3,622.00	4,293.00
BUILDING COSTS			
Building Use Allowance			
TOTAL - OTHER COSTS	1,111.00	5,722.00	6,833.00
TOTAL - WAGES & FRINGE	6,713.00	26,847.00	33,560.00
BUDGET GRAND TOTAL	7,824.00	32,569.00	40,393.00

**ROCK VALLEY COLLEGE
ELEVATE YOUTH PROGRAM
BUDGET PY2021**

Budget Narrative for WIOA Youth Services

A. Wage (Budget Form 1)

PERSONNEL

1) Career Specialist- Will be responsible for instructing the career readiness curriculum for both in and out of school. Will be funded 50% by the Youth grant. This position will be supervised by the Director/Manager of Workforce Development. The in-school portion will be \$4,200 and the out of school portion will be \$16,799 for a total of \$20,999.

Total Wages are \$20,999.

FRINGE BENEFITS

The college provides health, life insurance, workmen compensation, retirement plan (SURs) to all full-time employees. The staff can pick the type of insurance they want. SURs – Based on the percentage of their wages in the grant times 12.70%. Full time and Continuous Part time staff are eligible for SURs. In school portion will be \$547 and out of school portion will be \$2,187. Total: **(\$2,734.00)**

Health

HSCH \$17,552 Annual x 50% = **(\$8,776)**

Dental

DMNC \$415 Annual x 50% = **(\$208)**

Total Health and Dental: \$8,984.

In school portion is \$1,797 and out of school portion is \$7,187.

Retirement Health – Based on the wage's times .005%. In school portion will be \$21 and out of school portion will be \$84. Total: **(\$105.00)**

Workmen's Compensation – Figured Wages x .0101% In school portion will be \$87 and out of school portion will be \$347. Total: **(\$434.00)**

Medicare – Wages x .0145% In school portion will be \$61 and out of school portion will be \$243. Total: **(\$304.00).**

The total for fringes will be \$12,561.

OTHER COSTS

Training Supplies-purchase and printing of career readiness curriculum. The in school portion will be \$150 and the out of school portion will be \$500 for a total of **\$650.**

Office Supply –We will need to purchase various items such as pens, paper, envelopes, markers, binders, paper clips, highlighters, staplers, paper punches, and printers and post it notes. The In School amount will be \$100 and Out of School will be \$500.00. This totals to **\$600.**

Staff Travel and Training–This line item will be **\$550.00** based on projected conferences and training opportunities. The In School portion will be \$50 and Out of School will be \$500. Total: **\$550.**

Travel- This line item will be **\$140** and will reimburse staff for their travel to the Educational sites to meet with youth and to follow up with youth. The In School portion will be \$40 and Out of School will be \$100. Total: **\$140.**

Copier- The cost per copy is approximately \$.024, which includes the cost of paper, toner and the maintenance of the copier. When a copy machine is used at any of the RVC locations, an account number must first be entered. This number reflects which program they are making copies for. At the end of the month, the totals are pulled from the copiers and each account is calculated and entered into the general ledger. In school, \$100 out of school, \$500. **Total: \$600.**

Indirect – The college has set the amount of 10% for Indirect. This will help pay for services from the IT dept., Financial Services, and the HR dept. We will charge the 10% for only the wages and fringes of the program. This will amount to **\$4293.** The In School portion will be \$671 and the Out of School portion will be \$3622.

The total for other costs will be \$6,833.

Total costs will be \$40,393.

**Subaward Agreement Between
Rock Valley College and Goodwill of Northern Illinois
(One-Stop Operator and Career Service)**

Background: Rock Valley College and Goodwill of Northern Illinois were approved to be the Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator and Career Service provider for adult and dislocated worker services for the region. WIOA is a federally funded program passed down through the states to the local service delivery areas.

Rock Valley College was selected to implement the enrolled services for adult and dislocated workers through a subaward agreement with Goodwill of Northern Illinois, effective July 1, 2021 through June 30, 2022. The Rock Valley College portion of the grant is \$586,654.

This cost reimbursement agreement is not to exceed the total sum of \$586,654 from July 1, 2021 to June 30, 2022.

Recommendation: It is recommended that the Board of Trustees approve the Subaward Agreement for the Workforce Innovation and Opportunity Act One-Stop Operator and Career Services grant. **Attorney Reviewed.**

Funding Source: Federal WIOA funding

Howard Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**Agreement between Goodwill Industries of Northern Illinois and Rock Valley College
One Stop, Adult, and Dislocated Worker Services**

This Subaward Agreement (or this “Subaward”) is made by and between Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc. (“Goodwill”) and Rock Valley College, (also referred to as “Subrecipient”) (collectively referred to as the “Parties”).

Subject to execution of this subaward by both Parties, Goodwill agrees to provide a subaward to subrecipient in an amount not to exceed \$586,654 for Enrolled Career Planning services, to include career planning services, oversight and accountability, and administrative assistance for enrolled services.

The Parties to this Subaward represent and warrant now and at all times during the term of this subaward that they will comply with the requirements of the Workforce Innovation and Opportunity Act (“WIOA”) and the Trade Act of 1974 (“Trade Act”), and with the Federal and State regulations and policies promulgated there-under; with all applicable Office of the Management of the Budget (“OMB”) circulars; and with all applicable Federal, State and local laws and regulations. Subrecipient shall comply with all policies and procedures as may be from time to time required by Goodwill and The Workforce Connection (“TWC”) to carry out the terms of the subaward.

This Federally funded award is identified by the following:

CFDA Name: WIOA/WIA Formula Funds- Adult: WIOA/WIA Formula Funds- Dislocated Worker (DLW) CFDA Number: 17.259

The Federal Awarding Agency is the U.S. Department of Labor.

Background:

Goodwill was approved to be the contractors for the WIOA One Stop, Adult, and Dislocated worker grant through The Workforce Connection. This contract also includes additional funding received including Emergency grant funding, National dislocated worker funding, and service integration funding. This contract represents year one of a possible four year term, with renewals based on achieving performance outcomes. This contract is effective July 1, 2021 through June 30, 2022.

Goodwill is the lead agent and all contracts and budgets will be managed by Goodwill. Rock Valley College is a sub-contractor to Goodwill and will submit budgets to Goodwill for approval.

The scope of services in this agreement details the work to be done by each party.

Period of Performance

This agreement will commence on July 1, 2021 and will continue through June 30, 2022.

Financial Management and Reporting

Subrecipient will be reimbursed only for actual costs up to the Program Budget incurred by subrecipient in carrying out the terms of this award. Costs not covered by the Program Budget in this subaward will not be reimbursed. The existence of excess or non-covered costs shall not excuse performance by subrecipient of the terms and obligations under this award.

Only services/products procured by subrecipient in accordance with the procurement procedures identified in applicable OMB circulars will be reimbursed; evidence that the services/products were procured in accordance with appropriate OMB circulars must be provided for reimbursement.

Subrecipient will not use any funds under this subaward for services not included in WIOA Title I or Trade Act; and will not provide services to individuals not eligible under WIOA Title I or Trade Act.

Subrecipient will report all necessary fiscal and program data monthly to Goodwill in a timely fashion so that all reporting can be achieved. All reports, including fiscal and programmatic will be turned in by the 12th of each month or the business day directly following the 12th (if the 12th falls on a weekend or holiday). Goodwill will pay Rock Valley College within 30 days of receiving the invoice for services.

Actual expenditures for specific line items may exceed the line item budget by 10% or \$100 (whichever is greater), as long as the overall Program Budget has not been exceeded. If the actual expenditure or the line item exceeds or is expected to exceed the amount set forth for that line item in the Program Budget by more than said variance, a modification may be requested to transfer larger amounts of funding between line items.

To the extent that Rock Valley College has received funds from Goodwill which are subsequently disallowed through an audit or review, Rock Valley College will hold Goodwill harmless from any losses and repay Goodwill for costs which have been advanced to Rock Valley College.

Rock Valley College is responsible for maintaining a sound fiscal management system. This system will clearly identify revenues and expenses pertaining to this subaward.

Rock Valley College must maintain a separate record of accounts by program code, center, or fund for this subaward and will report costs for reimbursement from this record of accounts. All monies expended for WIOA sub awarded programs will be charged to the "program" cost category. All costs must be documented, and the supporting documentation must be correlated to the report of expenditure request for reimbursement.

Rock Valley College shall maintain records that clearly reflect WIOA funds received and WIOA funds on hand. At any given time, Goodwill, The Workforce Connection or its fiscal agent must be able to verify, based on subrecipient records that reimbursements were deposited to subrecipient's account, and must also be able to determine the amount of WIOA funds on hand.

Rock Valley College shall maintain accounting records that are supported by source documentation. Subrecipient shall in these and other respects comply with applicable provisions of 2 CFR Part 200 – Uniform Administrative Requirements, cost principles, and audit requirements for federal awards; Subrecipient will comply with 2 CFR § 200.212 subjecting non-Federal entities and contractors to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180; Subrecipient may not prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information – P.L. 113-114, Division E, Title VII, Section 743.

Indirect costs are those incurred for a common or joint purpose benefiting more than one (1) cost objective, and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved. (See 2 CFR § 200.414).

Rock Valley College shall comply with the Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1, et seq., and OMB guidance for tracking and reporting indirect costs.

The indirect cost rate applicable to this subaward is 10 %.

Audit

Goodwill or The Workforce Connection, or an individual or entity designated by either entity, may audit subrecipient's programs that affect this subaward. Subrecipient agrees to allow Goodwill or TWC, or an individual or entity designated by either, access to all records for the purpose of audit and fiscal monitoring.

Subrecipient will be responsible for informing their auditors that this subaward is Federally funded. Subrecipient shall ensure that the audit obtained meet the standards required for the subrecipient and must specify to their auditors the type of audit required.

Records

Rock Valley College will be required to maintain files, including documentation of expenses, logs, and programmatic files. Rock Valley College will also be required to log all programmatic activities in the State System, IWDS, in a timely fashion, not more than 10 days after the service or interaction occurs.

Rock Valley College shall keep and maintain in a secure fashion all records created or received by Subrecipient in relation to the subaward during the existence of the subaward. The term "records" shall include, without limitation, all documents, accounts, ledgers, lists, and communications in whatever form created, received or stored including written and electronic records.

Subrecipient shall keep and maintain the records in a secure fashion for a period not less than seven (7) years following termination of the subaward and all other pending matters, if any, are closed.

Goodwill or The Workforce Connection, or an individual or entity designated by Goodwill, may audit Subrecipient's programs that affect this subaward. Subrecipient agrees to allow Goodwill, or an individual or entity designated by Goodwill, access to all records for the purpose of audit and fiscal monitoring.

Goodwill shall be furnished access to subrecipient's program staff, records, and Participants for the purpose of monitoring, review, and evaluation of program performance. Rock Valley College agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by Goodwill staff, designees of Goodwill, or agents of the State or Federal Government to the facilities or operations of subrecipient.

Participant enrollment

Only persons certified as WIOA Title I or Trade Act eligible may be enrolled in the program.

Bonding and Insurance Requirements

Every officer, director, agent, or employee authorized to act on behalf of subrecipient in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of bonding coverage shall be for the highest advanced amounts through check planned for the present grant year. Subrecipient shall provide upon receipt a copy of all bonds referenced herein.

If Rock Valley College, in conducting activities under a grant or this subaward with Goodwill, uses motor vehicles, Subrecipient shall ensure that it has proper and adequate automobile insurance. Subrecipient herewith agrees to indemnify and hold harmless Goodwill against any and all claims, demands, actions, expenses and costs (including attorney's fees and costs) arising from Subrecipient's negligent ownership, maintenance, or use of a motor vehicle.

Subrecipient shall provide automobile insurance issued by an Insurer licensed in the State of Illinois, with coverage of \$1 million for bodily injury and property damage, including coverage for under-insured and uninsured motorists. At no time will Participants be transported by staff in private vehicles.

Rock Valley College shall conduct a criminal background investigation on all staff members. Rock Valley College shall comply in all respects with the provisions of Federal and State law in conducting such investigations and the results therein obtained, including without limitation, the provisions of the Illinois Uniform Conviction Information Act, 20 ILCS 2635/1 et seq. A record of conviction discovered through a criminal background investigation shall be reported to Goodwill not more than 30 days after date of receipt. Goodwill may request that a staff member who has a record of conviction be removed from any position funded in whole or in part by this subaward.

Subrecipient shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deductions and other taxes or payroll deductions.

Staffing

Subrecipient shall maintain current job descriptions for all positions which are funded in whole or in part by this subaward. These job descriptions shall match each staff member's actual duties. The experience and educational qualifications listed on each job description must match those of the staff member(s) to whom that job description applies. The job descriptions must be kept current.

This grant is subject to the Jobs for Veterans Act (JVA) (Pub. L. 107-288), which establishes a priority of service requirement for covered persons, such as veterans and eligible spouses, including widows and widowers, in qualified job training programs that are funded by the U.S. Department of Labor. Covered persons must meet WIOA or TAA program eligibility requirements to receive priority of services. Rock Valley College agrees to reasonably cooperate in such compliance monitoring as may be from time to time required by Goodwill and The Workforce Connection.

In situations in which subrecipient identifies an On-the-Job Training (OJT) position for a Participant, subrecipient must follow and adhere to The Workforce Connection policies for approval of OJT positions and develop an OJT agreement with the employer. Any agreement for OJT positions must receive all approvals as required by policy and subrecipient must obtain written approval before the Participant may start the job.

Subrecipient or a business owned by subrecipient or a member of subrecipient's staff may not hire a program Participant in an OJT position and doing so may be a basis for termination of this subaward.

Purchase of property

Any property obtained by Rock Valley College with funds received through this subaward shall be purchased, maintained, and disposed of in accordance with 2 CFR Part 200 and 2 CFR Part 2900. Prior written approval from Goodwill must be obtained before non-expendable property is purchased; three oral quotes must be received for any property with a price not less than \$300.00 and not more than \$1,000.00. Purchases for equipment over \$1,000.00 require three written quotes. Rock Valley College shall maintain all property records in such form and manner as required by TWC, but the title to the property shall be in the name of TWC unless U.S. Department of Labor or State of Illinois regulations direct that the title be maintained in the name of the Federal Government or the State of Illinois.

Rock Valley College must maintain an inventory of all non-expendable property purchased with funds received through this award. Property cannot be disposed of without Goodwill authorization.

Rock Valley College shall maintain a control system which ensures adequate safeguards to prevent property damage, loss or theft, and shall investigate and document any damage to or loss or theft of property. Subrecipient shall promptly notify Goodwill's Mission Services Director in writing concerning the damage, loss, or theft of any expendable and non-expendable property. Subrecipient shall implement adequate maintenance procedures to keep the property in good condition.

Monitoring, Review, and Evaluation of Program Performance

Goodwill shall be furnished access to subrecipient's program staff, records, and participants for the purpose of monitoring, review, and evaluation of program performance. Subrecipient agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by TWC staff, designees of Goodwill, and agents of the State or Federal Government to the facilities or operations of subrecipient.

Quarterly monitoring will be completed for programmatic and performance outcomes, with annual fiscal monitoring completed. Any identified issues will be noted and corrective actions or procedural changes required to be completed satisfactorily.

Policies

Subrecipient shall implement Participant policies as established by Goodwill and The Workforce Connection and in accordance with the federal and state regulations of WIOA. Subrecipient will develop procedures and processes to implement such policies consistently; and maintain written procedures and processes and provide a copy of the same to Goodwill.

Termination

This Agreement can be terminated for the following reasons:

- (a) If either party is in material breach of this Agreement, the party not in breach may terminate this Agreement by providing the party in breach with a seven (7) day written notice of the date of termination. Cause is a failure to comply with the requirements set forth in the Workforce Innovation and Opportunity Act (WIOA) – Youth Services grant or as directed by Goodwill.
- (b) If Goodwill seeks to terminate for convenience by providing Subcontractor with thirty (30) days written notice of the date of termination.
- (c) This Agreement can also be terminated immediately due to lack of federal funding/reimbursement during the project period upon written notice to Goodwill. The Grantee will inform the subcontractor immediately of any funding issues when informed by U.S. Department of Labor.

If this Agreement is terminated pursuant to above items (b) or(c), Goodwill shall pay Subrecipient all authorized and properly billed costs up to and including date of termination or such reasonable part of its fee as shall apply to services properly performed hereunder prior to the date of such termination. Such termination shall not give rise to any claims or cause of action against Goodwill for damages or for other or extra remuneration.

Dispute or grievance

Any dispute between subrecipient and Goodwill shall be resolved by initiation of judicial proceedings brought before a court of competent jurisdiction in Winnebago County, State of Illinois.

Subrecipient shall immediately notify Goodwill in writing of any actions or suits filed and of any claims made against Goodwill, Subrecipient, or any of the parties involved in the implementation and administration of the programs funded under this subaward.

Public Credit

Rock Valley College expressly understands that any dissemination of information to the public concerning the subject of this subaward shall be approved in advance by Goodwill and done with full credit to the funding sources. All services offered through this funding shall be promoted under “The Workforce Connection” brand and include the following:

The Workforce Connection- an Illinois workNet Center and partner in the American Job Center network. This program is funded by The Workforce Connection, Inc., Il Department of Commerce & Economic Opportunity, and the U.S. Department of Labor. The Workforce Connection is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment by calling TTY (800) 526-0844 or 711. Contact the Equal Opportunity Officer at (815) 395-6688. This program is subject to the provisions of the “Jobs for Veteran’s Act” Public Law 107-288, which provides priority of services to veterans and spouses of certain veterans.

Promotional and outreach materials shall be approved in advance by Goodwill. Subrecipients shall not develop or maintain a website, webpage or social media page for the promotion or information provision related to programs and activities funded through this subaward.

Deobligation of funds for low enrollment levels

Goodwill will review the enrollment levels monthly for the programs under this subaward. If it is projected that enrollment goals will not be reached, Goodwill, in its discretion may modify or cancel this subaward in accordance with this this award. If subaward’s enrollment goals are reduced, an adjustment in the program’s funding level may be made. Enrollment goals are outlined in the scope of services at the end of this agreement.

Hold Harmless

Subrecipient agrees to indemnify and save harmless Goodwill from and against any and all claims, demands, actions, and causes of action of every kind and character arising or which may at any time arise in favor of any Participant, trainee, student, employee, agent, invitee, or representative of subrecipient, arising from the any neglect, fault or default of Subrecipient occurring in connection with this subaward.

Salary and Bonus limitations

Rock Valley College shall comply with Public Law 109-234, and specifically Section 7013 therein regarding limits on salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration (ETA) and provided to subrecipient. See U.S. Department of Labor Training and Employment Guidance Letter No. 5-06 for more information.

Modifications

Any Federal or State laws or regulations which affect this subaward, and any and all such Federal, State, and local laws and ordinances and regulations which may, from time to time, and at multiple times, be newly adopted, altered or amended shall be incorporated into this subaward on the effective date of the laws or regulations and any amendments thereof. This subaward may

be modified based upon changes in Federal and/or State guidelines that may be forthcoming as a result of legislative changes as long as such changes do not significantly affect the scope of work subject to this subaward.

Any existing Federal, State, or local laws which are relevant or applicable to this subaward but which Goodwill or The Workforce Connection identifies after the subaward is signed shall be immediately incorporated into the subaward without further action by either Party.

If Subrecipient cannot conform to the changes required by Federal or State of Illinois laws, or Federal or State of Illinois regulations, Subrecipient shall immediately notify Goodwill in writing. The Parties shall meet in good faith to establish the standards for the termination of the Subrecipient's program in conjunction with The Workforce Connection and will terminate this subaward as soon as practicable. The best interests of the Participants shall be the primary consideration in establishing the standards for the termination.

All modification requests must be in writing with a full explanation of why the modification is necessary. Modification requests are to be directed to Goodwill's Director of Mission Services for review.

Assurances and Certifications

Rock Valley College hereby assures and certifies that:

1. It possesses the legal authority and has taken such action as may be required to enter into and be bound by this subaward and to execute the program and represents that prior to signing this subaward, it has thoroughly reviewed the same and understands and agrees to the terms set forth herein.
2. It will comply fully with the nondiscrimination and equal opportunity provision(s) of the following laws as such laws now exist or may be hereafter amended:
 - A. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - C. Section 102 of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibit discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
 - F. The Illinois Human Rights Act, as amended, and its Rules and Regulations, which prohibits discrimination in Illinois with respect to employment, financial credit, public accommodations, housing and sexual harassment, as well as sexual harassment in education;

- G. Nontraditional Employment for Women Act of 1991, as amended, which requires the reporting of information regarding the training and training-related placement of women in non-traditional employment;
- H. U.S. Department of Labor Regulations at 29 CFR Part 1604, Guidelines on Discrimination because of Sex, Sexual Harassment;
- I. U.S. Department of Labor Regulations at 20 CFR 652;
- J. U.S. Department of Labor Regulations at 29 CFR Parts 31 and 32;
- K. Fair Labor Standards Act of 1938;
- L. Illinois Victims' Economic Security and Safety Act of 2003;
- M. Equal Pay Act of 1963;
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- N. Minimum Wage Act of 1938;
- O. The Civil Rights Restoration Act of 1987;
- P. Executive Order 12250;
- Q. Executive Order 11246;
- R. U.S. Department of Justice Regulations at 28 CFR Part 42, Subparts F and H; and
- S. Vietnam Era Veterans' Readjustment Assistance Act of 1974.
3. It will comply with U.S. Department of Labor Regulations at 29 CFR Parts 31, 32, and 37, and other applicable requirements imposed by or pursuant to regulations implementing the laws listed herein, and shall cooperate with such compliance monitoring as TWC or its designee or fiscal agent may from time to time require. Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.
4. No funds received under this subaward will be used to fund any activities prohibited under WIOA, Federal, State or local laws or implementing regulations.
5. No WIOA funds received under this subaward will be used to fund the same programs for which Federal Supplemental Educational Opportunity Grants (SEOG) are received, including, but not necessarily limited to, Federal Pell Grants.
6. No WIOA funds received under this subaward will be used to support any religious or anti-religious activity; Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.
7. Appropriate standards for health and safety in work and training situations will be maintained.
8. The program will not result in the displacement of employed workers or impair existing subawards for service.
9. No funds will be used to train Participants to fill a job opening created by the action of an employer in laying off or terminating the employment of any other employee of the Subrecipient in anticipation of filling the vacancy so created by the hiring of a program Participant.
10. No Participant is a member of the immediate family of subrecipient or an employee of subrecipient who is engaged in an administrative capacity. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, brother or sister-in-law, father or mother-in-law, son or daughter-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. The term "person in an administrative capacity" includes those persons who have overall administrative responsibility for a program, including employees who have selection, hiring, placement, or supervisory responsibilities for the Participant.

11. Any requests for Participant information other than requests from potential employers regarding a Participant's training background and progress shall be referred to Goodwill and/or The Workforce Connection.
12. Participants will not be involved in any manner in labor disputes presently existing or that may subsequently arise following the time of execution of this subaward. WIOA funds provided through this subaward shall not be used in any pro or anti-labor union activities.
13. All records and reports required to be completed by subrecipient pursuant to this subaward shall be accurate, true, and correct to the best knowledge of Subrecipient. Any misrepresentation of a material fact concerning the eligibility, accomplishment, or placement of a Participant, may result in WIOA funds being withheld by Goodwill, or legal action, to recover funds paid to subrecipient as a result of such misrepresentation.
14. It will establish safeguards to prevent Subrecipient's staff members, employees, officers, directors, partners, owners, board members, agents, representatives, and volunteers from using their positions for a purpose that is, or gives the appearance of, being motivated by desire to divert WIOA funds for private gain for themselves or others, particularly those with which they have family, business, or other ties as a result of the work to be performed as outlined in the attachments to this subaward.
15. It will be bound by determinations arising from TWC's Debt Collection and Audit Resolution Procedures.
16. It will comply with the non-procurement suspension and debarment regulations implementing Executive Orders 12549 and 12689, 2 CFR 180 (2 CFR 200.212), which prohibits a contract award from being made to parties listed on the government-wide exclusions in the System for Award Management (SAM).
17. It is not disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this subaward by any Federal department or agency (45 CFR Part 76), or by the State of Illinois (30 ILCS 708/25(6)(G)).
18. It will comply fully with the following laws as such laws now exist or may be hereafter amended:
 - A. Subpart C of CFR Part 180, as supplemented by 2 CFR Part 376, Subpart C;
 - B. The Copeland "Anti-kickback" Act, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 3;
 - C. The Davis-Bacon Act of 1931, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 5;
 - D. The Contract Work Hours and Safety Standards Act, as amended, and as supplemented by U.S. Department of Labor Regulations at 29 CFR Part 5;
 - E. The Byrd Anti-Lobbying Amendment, as amended;
 - F. 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by TWC pertaining to any assignment or performance of experimental, development, or research work under that "Funding Agreement", which arises or is developed in the course of or under this subaward, including copyrights and data rights.
 - G. Procurement standards set forth in 2 CFR 200.322;
 - H. All applicable standards, orders, or requirements of The Clean Air Act and the Federal Water Pollution Control Act, as amended. Subrecipient will immediately report violations to Goodwill, TWC, and the Regional Office of the Environmental Protection Agency;

I. Mandatory standards and policies relating to energy efficiency which are contained in the Illinois Energy Conservation Code issued in compliance with the Energy Policy and Conservation Act; and

J. All applicable business licensing, taxation and insurance requirements.

19. It will take all necessary steps to assure that minority firms, women's business enterprises, and labor surplus firms are used when possible, as required by 24 CFR Part 85.36(e).

20. It is not a corporation or agency that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal Agency has considered suspension or debarment of the corporation or agency and has made a determination that this further action is not necessary to protect the interests of the United States Government.

21. It is not an agency or corporation that was convicted of a felony criminal violation under any Federal Law within the preceding 24 months before this subaward was executed, unless a Federal Agency has considered suspension or disbarment of the agency or corporation and has made a determination that this further action is not necessary to protect the interests of the United States Government.

22. It will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, when subaward is more than the simplified threshold amount determined by the Civilian Agency Acquisition Council.

23. It will address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

24. It is able to provide programmatic and architectural accessibility for individuals with disabilities.

25. It will comply with the Grant Accountability and Transparency Act.

26. If subrecipient is a Corporation or a Limited Liability Partnership, it is in good standing for operations in the State of Illinois and will provide a copy of its "Certificate of Good Standing" from the Illinois Secretary of State's office.

Signatures

Subrecipient’s execution of this subaward shall serve as its certification and representation that subrecipient has read, understands, and agrees to all provisions of this subaward and all the information provided by subrecipient is true and correct in substance and in fact to the best of its knowledge, information and belief formed after due inquiry. Subrecipient represents and warrants that the individual executing this subaward is fully empowered to bind subrecipient to this subaward, that all necessary action has been taken under applicable law and its policies, procedures, and by-laws to authorize execution of this subaward and to bind subrecipient thereto. Subrecipient intends that Goodwill rely on the foregoing representation and warranty as an inducement to Goodwill to execute this subaward.

Rock Valley College

By: _____

Printed name: _____

Date: _____

Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc.

By: _____

Printed name: _____

Date: _____

Scope of Work

Focus of One-Stop Programming:

The focus of the One Stop, Adult, and Dislocated Worker Programming is to coordinate, implement, and provide a seamless workforce system that aligns, organizes and optimizes workforce service delivery and outcomes, creating a common customer path with a standardized process for a wide range of services.

Services / Activities:

WIOA Title I Career and Training Services for Adults and Dislocated Workers (including 1E and 1N funding streams) Services/Activities:

Provide WIOA Title I Basic and Individualized Career Services and facilitate Training Services for Adults and Dislocated Workers

Basic career services available to individuals through the one-stop delivery system include:

- determinations of whether the individuals are eligible to receive assistance under this subtitle;
- outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop delivery system;
- initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- labor exchange services, including –
 - job search and placement assistance and, in appropriate cases, career counseling, including providing information on in-demand industry sectors and occupations; and
- providing information on nontraditional employment; and job placement and job development services for job seekers;
- referrals to and coordination of activities with other programs and services, including programs and services with the one-stop delivery system, and, in appropriate cases, other workforce development programs;
- workforce and labor market employment statistics information;
- performance information and program cost information on eligible training providers and program services; and
- assistance in establishing eligibility for program of financial aid assistance for training and education programs that are not funded under WIOA.

Individualized Career Services and connection to Training Services, for eligible adults and dislocated workers include:

- Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers, which may include
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate goals
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services, and career pathways to attain career objectives;
- Group counseling; Individual counseling; and/or Career planning;
- Short-term prevocational services/skills upgrading and retraining, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
- Internships and work experiences that are linked to careers;
- On-the-Job Training (OJT);
- Workforce preparation activities;
- Financial literacy services;

- Out-of-area job search assistance and relocation assistance; or
- English language acquisition and integrated education and training programs;
- Referrals to:
 - Adult Basic Education and High School Equivalency (HSE) preparation activities
 - Bridge Programs
 - Occupational Training (Eligible Training Providers and Programs);
- On-going Case Management and Coaching;
- Unsubsidized Job Development and Placement Assistance coordinated with The Workforce Connection’s Business Account Managers and Business Service Team;
- Management of records, including case notes;
- Management of data related to WIOA Performance Goals; and
- Follow-up services, including counseling regarding the workplace, for participants in workforce development activities, placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

NOTE: Trade Act services are integrated with Dislocated Worker services. The delivery of Rapid Response services is coordinated with the IL Department of Commerce and Economic Opportunity.

WIOA Performance Measures	Definition
Entered Employment	The percentage of participants who are in unsubsidized employment during the second quarter after exit
Employment Retention	The percentage of participants who are in unsubsidized employment in the fourth quarter after exit
Median Earnings	The median earnings of participants who are in the second quarter after exit
Credentials	The percentage of participants who obtain recognized post-secondary credential or secondary school diploma/GED within one year after exit from the program
Skills Gains	The percentage of participants enrolled in training or education program who show documented skills gains during a program year
Business Services	Effectiveness of serving employers (TBD by IL DCEO)

PY2021 Performance Measures*

*Final verification of performance goals has not been received from DCEO. These performance goals could be modified if DCEO modifies performance goals.

PY 2021 Negotiated Goals	
LWIA 3: The Workforce Connection	PY2021 Performance Goal
Performance Measure	
Adult	
Adult Employment Rate 2 nd Quarter after Exit	70.0%
Adult Employment Rate 4 th Quarter after Exit	68.0%

Adult Median Earnings	\$6,000	
Credential Attainment	64.0%	
Adult Measureable Skills Gain	55.0%	
Dislocated Worker		
DW Employment Rate 2 nd Quarter after Exit	72.0%	
DW Employment Rate 4 th Quarter after Exit	72.0%	
DW Median Earnings	\$8,500	
Credential Attainment	60.0%	
DW Measurable Skills Gain	59.0%	59.0%

Enrollment Schedule

In PY 2021 WIOA Adult/Dislocated Worker will serve 500 Adult participants and 200 Dislocated Worker participants. An estimated total of 235 WIOA participants (160 Adult participants and 75 Dislocated Worker) will be carried-over from PY20, with new enrollments for WIOA Adult / Dislocated Worker participants will be 340 Adult and 125 Dislocated Worker during the period 7/1/21-6/30/22.

<u>PY 2021 Carry-Over #</u> Adult	<u>PY 2021 Carry-Over #</u> Dislocated Worker	<u>Total PY21</u> <u>Carry-Over</u>	
160	75	235	
<u>Cumulative # of Planned</u> <u>New Enrollments—Adult</u> (Year-to-Date New Enrollments)	<u>Cumulative # of</u> <u>Planned New</u> <u>Enrollments—</u> <u>Dislocated Worker</u> (Year-to-Date New Enrollments)	<u>Total</u> <u>New</u>	By Date
85	32	117	September 30, 2021
85	31	233	December 30, 2021
85	31	349	March 31, 2022
85	31	465	June 30, 2022
<u>GOAL</u> Total PY21 Adult Served	<u>GOAL</u> Total PY21 Dislocated Worker Served	<u>GOAL</u> Total New & Carry Over	
500	200	700	
	<u>*Additional</u> <u>information to note:</u> 53 enrollments needed in 1N funding in addition to 1D by 12/31/2021		

PROGRAM DESCRIPTION (Directly from proposal)

WIOA SERVICES FOR ADULTS AND DISLOCATED WORKERS

A Goodwill and our partner Rock Valley College know and understand the local area and partners and have participated in developing local strategies, including the Regional Plan for workforce development. As a result, we are uniquely positioned as leaders who understand local workforce needs. Specifically, we work with leading and emerging industries to fulfill the technical needs as well as essential “soft skills.” Additionally, our work has always addressed the digital divide by providing access to technology. However, we have increased these efforts due to the gap that has been exacerbated by the COVID-19 pandemic. Our workforce programs help individuals overcome barriers to employment through training and the vital collaboration among workforce partners ensures that customers’ needs are met proactively.

We will work with community partners and agencies to provide information so individuals can easily access the WIOA programming in all three counties. We currently offer remote testing and enrollment as an option for customers who are interested in WIOA training programs. We will continue to expand virtual services post-pandemic and provide services at community sites to ensure access and availability.

B As partners, Goodwill and RVC will leverage our strong relationship with local partners to provide quality and person-centered case management and career planning services for Adults and Dislocated Workers in the three-county area. These services are integrated with our One-Stop Operator Services; thus, our strategies for engaging, recruiting, enrolling, and serving job seekers build on the robust engagement and outreach outlined in Section 3. Reinforcing the brand of TWC will raise awareness of services.

Additional innovations that we will bring to this initiative include:

- Partner engagement opportunities - including enrollment sessions on-site, same-day enrollments, and ensuring integration opportunities and follow ups;
- Utilizing IDES distribution lists to reach Dislocated Workers;
- Demystifying program enrollment jargon while maintaining compliance and outcomes;
- Strengths-based case management and removing roadblocks.

We have created intake and enrollment sessions online and through Facebook Live, making them accessible for many in our communities; we will continue to innovate and provide additional options to make the process more convenient and centralize customer support for a better experience. We will streamline enrollment through an Intake and Eligibility Specialist, ensuring that staff can walk customers through information and document collection, thereby humanizing the process even further. With the Service Integration Specialist, our Intake Specialist will help customers navigate the process, with feedback from our customers to continue to improve our strategy. In addition to continuous improvement, this customer-centered approach will speed up enrollment for WIOA programming.

C The Workforce Connection is a place of opportunity for all, and as such, we will continue to make all locations open, welcoming, and relevant for all individuals. Goodwill and RVC bring a wealth of knowledge and proven experience serving special populations; from Goodwill's work with justice-involved individuals and youth to RVC's work with refugee and immigrant populations, our organizations welcome all individuals and provide appropriate services.

As part of this commitment, we will provide specialized staff training, ensuring all staff embrace the philosophy of a strengths-based approach; staff will be educated in how to counsel job seekers dealing with poverty, disabilities, accommodations, criminal justice issues, and other barriers to sustained employment. Additionally, we will leverage strong relationships with DRS VR and local service agencies.

Innovative examples of special population engagement include:

- Working with the Winnebago County Sheriff and partners to connect with and enroll individuals nearing release, providing education and employment opportunities after returning to free society. We will pilot and expand services for returning citizens to ensure opportunities for this population;
- Sharing enrollment information and answering questions at the United Way of Rock River Valley Strong Neighborhood House and Rockford Rescue Mission, rapidly enrolling clients into services;
- Providing Spanish workshops and information for those who speak Spanish as their first language;
- Offering an onsite Basic Education Upgrading and Development Class to support customers with basic skills deficiencies. We are partnering with RVC's Welcome Center to provide targeted employment assistance to new arrivals and immigrants, Veterans, and families utilizing the TANF program.

D Individuals will be oriented and assessed in all locations with various means to ensure flexibility and enrollment ease. We have put the orientation information online with a short and easy-to-understand video that includes captioning and translation for proper accessibility. Additionally, the Intake and Eligibility Specialist hosts in-person and online sessions. We will continue to provide information in various means, increasing access for those at the centers and those in other community sites or locations.

Individuals can watch or attend the orientation, which provides essential information on the program, requirements, and expectations to understand the benefits and commitment. The specialist can then answer questions, provide additional clarification on any issues and assist in navigating the next steps. WIOA enrollment includes several documents, and our Intake and Enrollment Specialist will not only provide information but assist customers in navigating the records and information they need to collect for enrollment. For example, if a customer wants to enroll but does not have a driver's license, our specialist can help them navigate obtaining the license for enrollment. The goal is to remove barriers to employment and education services, and we will work collaboratively with partners to do so.

When ready, we will also conduct customer assessment testing, including testing basic skills, career interests, and aptitude. For basic skills, we will continue to use CASAS testing. It is more customer-friendly than assessments used in the past due to its length and cultural competency. Additionally, we can remotely test customers with transportation barriers if they have the technology to test at home. For career aptitude and interest, we will use Career Cruising and Illinois WorkNet assessments. We are very familiar with these tools and provide staff training on all sites and reports.

Once the Intake and Enrollment Specialist has the requisite information, they will assign the file to a Career Planner and set the meeting, ensuring that the customer has one point of contact until they meet their Career Planner. This ability to create rapport and have one point of contact will increase customer retention and program enrollment. By centralizing communications through Goodwill, it will also create more engagement on the front end for customers while simultaneously removing additional work from Career Planners so they can focus on service provision, case-manage, and career plan for customers, rather than being overburdened with a lot of initial paperwork.

E Goodwill and RVC have a great deal of experience in case management; our philosophy is to meet the customer where they are and provide effective, strengths-based case management. With this proposed model, we will maximize the benefit of working with the Career Planner, ensuring high-quality, strengths-based, and outcome-oriented services that equitize education and employment attainment. Customers must be in charge of their career journey, yet connected with Career Planners to guide the process, encourage, and hold customers accountable to their own goals. *See subsection D for more details.*

The process for developing and managing an individual employment plan (IEP) is based on each customer's strengths and needs as identified in their assessments and career interests. The Career Planner and customer will review a career option's suitability based on interests, abilities, and wage and growth prospects. The Career Planner can then provide customers with information and options for education, training, employment, and support services. Our IEPs will be thorough and innovative, identifying training and work-based learning steps and planning measures for mitigating barriers to employment or advancement. With our Service Integration Specialist integrated with the program enrollment, we can ensure that there is a multi-agency approach to services as customers work with many agencies. For example, when a One-Stop Center customer has existing caseworkers for housing and benefits, we ensure that the IEP is developed with input and information from all agencies to remove duplication of services and maximize all parties' strengths, thereby increasing the customer's success potential.

F We will offer Career Services at all sites, as outlined in TEGl 03-15, including but not limited to an initial assessment of skills, aptitudes, interests, and barriers; eligibility determination for WIOA Title I; basic career counseling; job search assistance; and referrals to other services as needed. We will augment the State-provided tools such as Illinois Job Link and WorkNet with Goodwill's engaging Skills2Succeed Career Readiness Mobile Application to streamline Career Services.

We will offer individualized programming workshops as detailed in Section 3, sub-section C, and ensure that workshops are appropriate to serve customers' and employers' needs. For example, the Assessment and Instruction Specialist regularly offers the Career Readiness and Employment Skills workshops at all sites. This series prepares job seekers at all levels with up-to-date job searching, work readiness, and application and retention tools. Individuals can take one module or the whole series, depending on need. Additionally, partners provide several engaging workshops and events for customers at all locations, including workshops for supportive services, understanding career pathways, and educational options.

Goodwill is engaging with emerging technologies to stay on the forefront of career readiness training and is currently piloting a new Virtual Reality (VR) Mock Interview Program for job seekers. This cutting-edge technology can be deployed to provide innovative, engaging content that resonates with job seekers and prepares them for the workforce. COVID-19 has made it difficult to interact with others safely while in-person; additionally, with many companies opting for phone or virtual meeting interview for first impressions, today's and tomorrow's job seekers need to be comfortable engaging with a potential employer virtually, while maintaining a professional appearance and demeanor. VR coaching allows job seekers to learn and make mistakes in a safe space and enables other staff to work with additional customers in the meantime.

For job matching, our Career Services staff will communicate and connect job seekers to in-demand opportunities through IWDS, Salesforce, and Illinois Job Link. Specialized Business Services staff will work with enrolled customers to assess and connect to opportunities that match the customer's needs.

G Career Pathways are integral to Career Services and we must ensure that customers understand the options available to them. Career Centers have graphics and tools to demonstrate career pathways, and in 2020, Goodwill began a series of Facebook Live enrollment sessions where staff discuss various in-demand career pathways in our local area, share information, and answer questions from participants before connecting them to WIOA enrollment.

Additionally, staff undergo regular training to understand career pathways, complete with tools designed for customer use, multiple entry points, options for credentials, and explanations on how each step ties into careers and wages. Career pathways will be integrated at each stage; we will conduct career cruising at enrollment and discuss career pathways in each IEP. Regardless of which industry the customer enters or at what skill level, they can take steps to advance their career.

Career Planners will encourage continuous growth and education, with connections to Adult Basic Education, higher education, and specialized training options that connect to the Region's targeted industries, including advanced manufacturing, food processing, healthcare, and transportation, distribution, and logistics, as well as hospitality and IT industries where demand is expected to continue growing. This continued work with career pathways is sustained through our partners in adult primary education, higher education, job training, and tailored services which enables customer-centered education and training for customer and employer needs.

H Service integration and coordination with the 16 Core partners is essential to the work we do; customers often come to us with great strengths, yet many barriers that need to be mitigated to be successful. We can make a more significant collective impact with customers and employers through effective service integration with the partners. We will connect customers to the partner programs for which they are eligible through our Service Integration Specialist, using contacts and direct linkage. This will not be a referral where a customer is handed a piece of paper or told to go to an agency; instead, a partner will review their information and ensure they are eligible and appropriate for the services. Our Service Integration Specialist will also follow-up with customers to ensure that they received the services they needed to continue. If not, we can assist

in troubleshooting or finding other services. This critical liaison between partners, in addition to partner networking, sharing resources, and working together in our career centers, will create strong relationships with all partners and will enhance customer satisfaction.

As the program provider, we will actively participate and lead efforts with the Operations Management Council, where our WIOA partners convene bi-monthly. The partner training guide and training video are direct examples of resources that help all partners. While the satellite centers are not comprehensive, we will continue to bring partners in to share resources and information to strengthen service delivery for all customers.

Examples of innovative ways we will work with partners include:

- Working with our local Housing Authorities to provide on-site enrollment and Career Services;
- Interview Practice via Virtual Reality Simulations at various community and partner sites;
- Flexible Career readiness courses that teach practical skills informed by training partners and employers to address current needs;
- Learn-and-earn models for participants that need to work and train simultaneously.

I Rock Valley College has over 15 years of direct experience working with the Illinois Department of Commerce and Economic Opportunity (DCEO) to successfully administer the Trade Program. RVC's experience with the Trade Program began in 2004 when the Illinois Department of Employment Security (IDES) transferred the responsibilities. With oversight support from Goodwill, RVC will be the point of contact on the Trade Program, where leadership possesses expert knowledge from eligibility to exit. They have adapted through the Act's many changes and participated in professional development training in 2020 and 2021 to understand new guidelines and systems.

Rock Valley College's experience and expert knowledge of the Trade Program is critical to adequately work with current and future trade-affected workers because their eligibility for (lifelong) benefits is based on and attached to their employment separation date. The "Date-finder" tool was created by RVC to ensure accurate eligibility and earned State recognition for "Best Practices." The Trade Agent process can be especially challenging due to the requirement to partner with other states across the country to provide services; we have worked through state-to-state procedures, established contacts and agreements, and built excellent working relationships with our partner states to improve this service.

J We commit to timely data-entry and case-noting with IWDS, Illinois WorkNet and Salesforce CRM system for Business Services activities. Both Goodwill and RVC staff are familiar with the system and the reports. Staff will be trained upon hire and annually in case-noting to ensure appropriate data-input.

Additionally, our compliance staff will ensure that data is entered accurately and work with management to address any changes or corrections. With over 20 combined years of local experience and the systems of accountability built into this model, we can ensure that data is documented accurately and timely.

K We understand the need for skills upgrading, training, and credentials for individuals and employers in our local area. COVID-19 has introduced new barriers to workforce development,

but we rose to the occasion and have implemented engaging virtual tools for remote practice and education (see Section 4F for details). In addition to the workshops offered, we will provide Career Readiness training that is flexible, accessible, and addresses the workforce's needs in all areas. Topics covered will range from resume writing, interviewing skills, professional use of social media, managing an online presence, networking skills, communication, and effective job search practices. Resources and tools utilized will include Illinois Joblink, Illinois WorkNet, Accenture VR, and Skills2Succeed.

We will connect participants with Eligible Training Providers through our Career Planners to help navigate career pathways and determine the best program to suit their needs. Training is not just limited to "off-the-shelf" programs. Our staff are *responsive* and will identify emerging trends and offer options for consideration as the community need arises. We will also work with our Adult Basic Education partners on bridge programming to upgrade participants' skills. We have access to an array of pre-vocational and Individual Training Account options, such as computer classes, necessary skills upgrades, and industry-recognized credentials. In addition to training and workshops, we will provide individuals opportunities to learn and earn through on-the-job training apprenticeships and work experiences.

L For participants that come into the program for On-the-Job training or Work Experience, or those who have finished training, Career Planners will refer them to the Business Services team, who will work to provide work-based learning solutions in high quality, in demand industries. This could include non-subsidized employment as well as earn-and-learn models such as on-the-job training, transitional jobs, apprenticeships, and work experience. We will work with the targeted industries from the Regional Plan for in-demand career opportunities, including positions in Manufacturing, Health Care, Transportation and Logistics, and other industries that provide growth and living wages.

Work-based learning is an essential element of our strategy, as many individuals need to earn while they learn. Thus, we will ensure that our staff prioritize these options for participants. Customers that work with our Business Services staff will benefit from a readiness assessment and receive help with unsubsidized employment. Our Work-Based Learning Specialists can connect participants to opportunities with local employers. The Career Planning and Business Services teams will work hand-in-hand with customers and ensure that both participants' and employers' needs are met.

M With this Proposal's improved model, RVC will hire additional full-time Career Planners, each with a caseload of 75-100 customers. By providing additional eligibility assistance before the customer meets with the Career Planner and compliance staff that handles follow-up and exits, we believe this will allow Career Planners to have a full caseload and provide high quality, strengths-based services for customers.

Career Planners will have a caseload of both Adult and Dislocated Worker customers and any other customers from special grants such as the 1N grant. Throughout the contract period, Goodwill will monitor and adjust caseloads as needed to ensure high-quality services for customers.

N We will staff all centers with professional, trained, and knowledgeable staff to ensure customers are supported and guided. We have included a staffing chart in Attachment 4.

O Follow-up services will be implemented for all customers to ensure that Adult and Dislocated Worker customers are employed or in educational programs and are succeeding. These follow-up services are available for 12 months, beginning on the first day of employment, schooling, or programming. Staff will conduct monthly follow-ups with customers to address any workplace concerns and life situations that are potential barriers to sustaining or advancing employment. Follow-up will be conducted through calls, texts, emails or check-ins to ensure we can reach the customer and help with any issues. If issues arise during follow-up, our Compliance or Service Integration Specialist can connect individuals to assistance to ensure success.

WIOA Budget Page 1							
Organization:		Rock Valley College					
Budget Period (Dates):		June 15, 2021-June 30, 2022					
BUDGET - WAGES	One-Stop Operator Budget	Adult Program Budget (1A)	Dislocated Worker (1D)	Emergency funding (1E)	1N Funding	Trade	Total Budget
<i>Include Employee's Title and wage/hr x hrs/day x # of days</i>	13.00%	65.00%	13.00%	2.00%	7.00%		
		78.00%					
1) Enrolled Services Director - 8 hrs/day x 238 days		51,355.00	8,559.00	1,317.00	4,609.00		65,840.00
2) Accounting Spec. - 5 hrs/day x 238 days		17,033.00	2,839.00	437.00	1,529.00		21,838.00
3) Administrative Assistant - 8 hrs/day x 238 days	3,806.00	19,028.00	3,806.00	585.00	2,049.00		29,274.00
4) Career Planner - 8 hrs/day x 260 days		45,214.00	7,536.00	1,159.00	4,058.00		57,967.00
5) Career Planner - 8 hrs/day x 260 days		33,906.00	5,651.00	869.00	3,043.00		43,469.00
6) Career Planner - 8 hrs/day x 260 days		37,199.00	6,200.00	954.00	3,338.00		47,691.00
7) Career Planner - 8 hrs/day x 260 days		33,790.00	5,632.00	866.00	3,032.00	1,500.00	44,820.00
8) Career Planner - 8 hrs/day x 238 days		33,794.00	5,632.00	867.00	3,033.00		43,326.00
9) Career Planner (Temp)- 5 hrs/day x 130 days		10,140.00	1,690.00	260.00	910.00		13,000.00
10) Instructor & Assessm't Specialist - 4 hrs/day x 238 days	2,532.00	12,661.00	2,532.00	390.00	1,364.00		19,479.00
TOTAL WAGES	6,338.00	294,120.00	50,077.00	7,704.00	26,965.00	1,500.00	386,704.00
FRINGE BENEFITS							
SURS - 12.90%	491.00	35,149.00	5,971.00	919.00	3,215.00	185.00	45,930.00
Social Security @ 6.2%		623.00	104.00	16.00	56.00	3.00	802.00
Medicare @ 1.45%	92.00	4,259.00	729.00	112.00	393.00	23.00	5,608.00
Health @ \$8,500	1,658.00	48,011.00	8,322.00	1,280.00	4,481.00	266.00	64,018.00
Life Insurance							
Retirement Health Insurance @ 0.5%	32.00	1,333.00	229.00	35.00	123.00	10.00	1,762.00
Unemployment @							
Workers' Comp. @ 1.01%	64.00	2,968.00	508.00	78.00	273.00	13.00	3,904.00
TOTAL FRINGE	2,337.00	92,343.00	15,863.00	2,440.00	8,541.00	500.00	122,024.00
TOTAL WAGES AND FRINGE	8,675.00	386,463.00	65,940.00	10,144.00	35,506.00	2,000.00	508,728.00
WIOA Budget Page 2							
Organization:		Rock Valley College					
Budget Period (Dates):		June 15, 2021 - June 30, 2022					
BUDGET - OTHER COSTS	One-Stop Operator Budget	Adult Program Budget (1A)	Dislocated Worker (1D)	Emergency funding (1E)	1N Funding	Trade	Total Budget
SUPPLIES							
Training Supplies/Materials/Texts							
Office Supplies/Materials/Postage/Duplicating	650.00	3,250.00	650.00	100.00	350.00		5,000.00
EQUIPMENT MAINT/RENTAL/PURCHASE							
Office							
Training							
OUTSIDE SERVICES							
Accounting/Bookkeeping							
Computer Operation							
Printing/Duplicating							
Recruitment							
MISCELLANEOUS COSTS							
Staff Training (travel, lodging, meals, tuition, conference fees, etc.)	325.00	1,625.00	325.00	50.00	175.00		2,500.00
In-Town Travel @		5,850.00	975.00	150.00	525.00		7,500.00
Telephone							
Copier	195.00	975.00	195.00	30.00	105.00		1,500.00
Postage	13.00	65.00	13.00	2.00	7.00		100.00
Subscriptions		5,850.00	975.00	150.00	525.00		7,500.00
Indirect 8.6% Wages and Fringes	746.00	33,483.00	5,671.00	872.00	3,054.00		43,826.00
Other							
Other							
FACILITY COSTS							
Facility Costs @ \$10,675/month x 12 months							
PARTICIPANT RELATED COSTS							
Work Experience / Internships							
Transitional Jobs							
Training Related Supportive Services		7,800.00	1,300.00	200.00	700.00		10,000.00
TOTAL - OTHER COSTS/ADMIN for One-Stop Operator	1,929.00	58,898.00	10,104.00	1,554.00	5,441.00		77,926.00
TOTAL - WAGES & FRINGE	8,675.00	386,463.00	65,940.00	10,144.00	35,506.00	2,000.00	508,728.00
GRAND TOTAL	10,604.00	445,361.00	76,044.00	11,698.00	40,947.00	2,000.00	586,654.00

**Budget Narrative
Rock Valley College
One-Stop Operator & Career Services
7/1/2021 – 6/30/2022**

Wages:

- 1 – Enrolled Services Director 100%
Responsible for the implementation of WIOA Title 1B individual career services, informed by policy from USDOL, DCEO, The Workforce Connection or other stakeholders. The Enrolled Services Director's wages will be \$65,840.

- 1 – Accounting Specialist 100%
This position is responsible for the budgets, modifications, and fiscal reporting. The Accounting Specialist's wages will be \$21,838.

- 1 – Administrative Assistant I 100%
This position will provide program support. The Administrative Assistant's wages will be \$29,274.

- 5 - Career Planners 100%
These positions will be responsible for eligibility determination, delivery of basic career services and individualized career services under WIOA Title IB. Their primary function is to direct, serve and case manage WIOA Title IB eligible participants in job seeking/preparation activities and training. The total wages for the five Career Planners will be \$237,273.

- 1 – Career Planner (Temp) 100%
This position will be responsible for eligibility determination, delivery of basic career services and individualized career services under WIOA Title IB. Their primary function is to direct, serve and case manage WIOA Title IB eligible participants in job seeking/preparation activities and training. The total wages for the Temporary Career Planner will be \$13,000.

- 1 – Instructor & Assessment Specialist 50%
Responsible for instructing the career readiness curriculum. The portion of the Instructor & Assessment Specialist's wages assigned to this grant will be \$19,479.

Total Wages are budgeted at \$386,704.

Fringes:

Our **SURS** rate will be 12.90% of each full-time staff's wages. The total will be \$45,930.

Social Security – The rate for social security is 6.2% x wages. The total is \$802.

Medicare – The rate for Medicare is 1.45% x wages. The total will be \$5,608.

Health benefits total for health and dental will be \$64,018.

The cost for Rock Valley College's insurance is determined by the type of insurance the employee carries, if they have single coverage, single with children, family, or no insurance. The same holds true for the Dental coverage. Only full-time employees are eligible for health and dental coverage. Each employee's health insurance allocation averages \$8,500.

The Health Insurance Allocation= 7 employees x \$8,500 + 1 employee x (\$8,500 x 50%) = \$64,018.

The rate for **Retirement Health Insurance** is .5% X the amount of wages. Only full time staff are eligible for Retirement Health. The approximate amount for the year is \$1,762.

Worker's Comp is presently at a rate of wages x 1.01%. The total will be approximately \$3,904.

The total for fringe benefits will be \$122,024.

The total for wages and fringes are \$508,728.

Other Costs:

Office Supply –This will include copy paper for staff printers, pens, pencils, sticky notes, file folders, tablets of paper, binders, printer cartridges and other numerous items for daily use in the office. The total will be \$5,000.

Staff Training – Funds are needed for conferences and travel. The total will be \$2,500.

Staff Travel – This will cover the mileage for traveling to the Belvidere and Freeport offices. It will also cover any mileage career planners use when traveling to meet with customers. Total amount for travel will be \$7,500, for a total of 13,158 miles @ \$0.57 each.

Copier (Rockford, Belvidere, Freeport) – The cost per copy is approximately \$.024, which includes the cost of paper, toner and the maintenance of the copier. When a copy machine is used at any of the RVC locations, an account number must first be entered. This number reflects which program they are making copies for. At the end of the month, the totals are pulled from the copiers and each account is calculated and entered into the general ledger. Maintenance on the Belvidere and Freeport copier is also included. The total is \$1,500.

Postage – Most of our flyers and information to clients are either emailed to our clients or put on the Workforce Connection website. Any mail that is sent out has an account number stamped on the envelope. The mailroom keeps track of the cost for each account and at the end of the month; we receive a report which shows the charge for the month. The mailroom then enters the amounts into the general ledger. Total amount of postage funds is \$100.

Subscription – Subscriptions are needed for Survey Monkey and DocuSign, an online tool used for customer signatures for enrollment documents. The total is \$7,500.

Indirect – The Indirect charged is approximately 8.6% of wages and fringes. The Indirect will cover some of the basic services the college provides such as, IT support, Human Resource support, accounting department, payroll and maintenance. The total of \$43,826.

Training Related Supportive Services – We will use this to purchase appropriate clothing for clients to wear to their jobs, pay for transportation, childcare, car repairs, etc. The total will be \$10,000.

Total Other Costs are \$77,926. Grand Total \$586,654.

Rock Valley College Athletics Bowling Program

BACKGROUND:

Rock Valley College's Bowling Team has competed at the National Junior College Athletic Association (NJCAA) level and is entering year four of the program. In just three competitive seasons, the program has had unprecedented success nationally, winning the 2020 NJCAA Men's Bowling national championship. The men also finished second in 2019 and fourth in 2021. The women finished as the national runner-up in 2020.

The program is currently fully funded by private donors and has proven itself worthy of being a funded program by Rock Valley College. The program currently has a roster of 25 bowlers for next year, and this number continues to climb as interest in the program continues to grow.

RECOMMENDATION:

It is recommended that Rock Valley College fund up to \$20,000 in operational expenses for the Rock Valley College bowling team, effective FY2022. These funds will help cover the cost of a coaching stipend, travel, gear, and equipment for the Rock Valley College bowling team. The bowling program will continue to operate as a non-scholarship program.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Authorization to Add Golf as a National Junior College Athletic Association (NJCAA) Intercollegiate Sport

BACKGROUND:

The Rock Valley College Golf Program had a long history of success before being cut in December 2015 due to budgetary restraints. Rock Valley College's golf teams won more than 60 tournaments, including 15 regional championships, placed second in the nation four times, and won two NJCAA national championships.

The Rock Valley College Athletic Department would like to add golf as an official National Junior College Athletic Association (NJCAA) intercollegiate sport, bringing back one of the most successful programs in Rock Valley College's athletics history.

RECOMMENDATION:

It is recommended that Rock Valley College reinstate its golf team as an official NJCAA intercollegiate sport and fund up to \$20,000 in operational expenses effective FY2023. The funds will help cover the cost of a coaching stipend, travel, gear, and equipment for the Rock Valley College golf team. The golf program will operate as a non-scholarship program.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Athletic Program
National Junior College Athletic Association (NJCAA) Division II Request

BACKGROUND: The Rock Valley College Athletic Program seeks to transition from an NJCAA Division III Athletic Program to an NJCAA Division II Athletic Program beginning in fall 2022.

Rock Valley College is one of the top NJCAA Division III Athletic Departments in the country. In all sports, Rock Valley College competes both regionally and nationally and has won 23 national championships in its history. Rock Valley College athletics is well supported within the greater Rockford community by fans, media, and spectators because of its success at the national level.

Moving to NJCAA Division II will provide opportunities to recruit high-quality student-athletes, attract the best local players, create a highly competitive schedule, and increase placement opportunities at four-year schools. Rock Valley College student-athletes may also move to a higher-level competition following their career at Rock Valley College. Rock Valley College athletic programs would be eligible to receive automatic national tournament bids and increase roster sizes among our athletic teams.

RECOMMENDATION:

1. It is recommended that the Board of Trustees approve the Rock Valley College Athletic Program's request to change NJCAA Division III status to NJCAA Division II status effective FY2023; and

2. It is recommended that the Board of Trustees approve funding of athletic scholarships at 50% of the maximum allowable for the following sports: Volleyball, Men's Soccer, Women's Soccer, Men's Basketball, Women's Basketball, Baseball, and Softball, totaling no more than \$300,000 in scholarship expenses per year for the next four years. These scholarships will cover all tuition and fees in terms of waivers for courses needed to earn a degree at Rock Valley College.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**Revised Schedule
Board of Trustees Committee of the Whole Meetings**

BACKGROUND:

As part of the Board of Trustees' annual Reorganization Meeting held on Tuesday, April 27, 2021, the schedule of Committee of the Whole meetings and Regular board meetings was approved by unanimous roll call vote. In that schedule, Committee of the Whole meetings were held on the second Monday of each month beginning at 6:30 p.m., and Regular meetings were held on the fourth Tuesday of each month beginning at 5:15 p.m., unless rescheduled due to holidays.

At the June 22, 2021 Regular board meeting, trustees discussed the possibility of changing the date and time of the Committee of the Whole meetings from the second Monday of the month at 6:30 p.m. to the second Tuesday of the month at 5:15 p.m. This change would better accommodate trustees' current schedules and help facilitate earlier adjournment.

Further discussion and review of a revised meeting schedule was held at the July 13, 2021 Committee of the Whole meeting, and trustees indicated at that time that they would like to have this topic placed on the July 27, 2021 Regular board meeting agenda for a vote.

RECOMMENDATION:

Based on discussions at the June 22, 2021 Regular board meeting and the July 13, 2021 Committee of the Whole meeting, the Board of Trustees approves the revised schedule for Committee of the Whole meetings. Effective August 1, 2021, Committee of the Whole meetings will be held on the second Tuesday of the month beginning at 5:15 p.m. Regular board meetings will continue to be held on the fourth Tuesday of the month beginning at 5:15 p.m., unless rescheduled due to the holidays.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Revised Schedule Committee of the Whole and Regular Board Meetings

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

REVISED MEETING SCHEDULE EFFECTIVE AUGUST 1, 2021

**Committee of the Whole and Regular Board Meeting Schedule
August 2021 – June 2022**

Beginning August 1, 2021, Committee of the Whole meetings will be held the second Tuesday of each month at 5:15 p.m. in room 1308 of the Woodward Technology Center on the main campus at 3301 N. Mulford Road, Rockford, Illinois when Illinois statute permits. Meetings are open to the public.

Regular Board of Trustees meetings are held the fourth Tuesday of each month at 5:15 p.m. in the Performing Arts Room (PAR) of the Educational Resource Center on the main campus at 3301 N. Mulford Road, Rockford, Illinois when Illinois statute permits. Meetings are open to the public.

<u>Committee of the Whole Meetings</u>	<u>Regular Board Meetings</u>
May 10, 2021	May 25, 2021
June 14, 2021	June 22, 2021
July 12, 2021	July 27, 2021
August 10, 2021	August 24, 2021
September 14, 2021	September 28, 2021
October 12, 2021 * (Changed due to holiday)	October 26, 2021
November 9, 2021	November 23, 2021
December 7, 2021 * (Changed due to holiday)	December 21, 2021 * (Changed due to holiday)
January 11, 2022	January 25, 2022
February 8, 2022	February 22, 2022
March 8, 2022	March 22, 2022
April 12, 2022	April 26, 2022
May 10, 2022	May 24, 2022
June 14, 2022	June 28, 2022

Other strategic meetings, retreats and Board Committee meetings will be scheduled as necessary.

Board Approval: _____
Secretary, Board of Trustees

Date: July 27, 2021

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

REVISED MEETING SCHEDULE EFFECTIVE AUGUST 1, 2021

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Committee of the Whole and Regular Board Meeting Schedule
August 2021 – June 2022

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Beginning August 1, 2021, Committee of the Whole meetings will be held the second Tuesday of each month at 5:15 p.m. in room 1308 of the Woodward Technology Center on the main campus at 3301 N. Mulford Road, Rockford, Illinois when Illinois statute permits. Meetings are open to the public.

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<u>Committee of the Whole Meetings</u>	<u>Regular Board Meetings</u>
May 10, 2021	May 25, 2021
June 14, 2021	June 22, 2021
July 12, 2021	July 27, 2021
August 9, 2021 <u>August 10, 2021</u>	August 24, 2021
September 13, 2021 <u>September 14, 2021</u>	September 28, 2021
October 12, 2021 * (Changed due to holiday)	October 26, 2021
November 8, 2021 <u>November 9, 2021</u>	November 23, 2021
December 6, 2021 * (Changed 4/27/21 due to holiday) <u>December 7, 2021</u>	December 21, 2021 * (Changed due to holiday)
January 10, 2022 <u>January 11, 2022</u>	January 25, 2022
February 14, 2022 <u>February 8, 2022</u>	February 22, 2022
March 14, 2022 <u>March 8, 2022</u>	March 22, 2022
April 11, 2022 <u>April 12, 2022</u>	April 26, 2022
May 9, 2022 <u>May 10, 2022</u>	May 24, 2022
June 13, 2022 <u>June 14, 2022</u>	June 28, 2022

Other strategic meetings, retreats and Board Committee meetings will be scheduled as necessary.

Board Approval: _____
Secretary, Board of Trustees

Date: July 27, 2021

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Donation to the Women's Suffrage Centennial Project

BACKGROUND: August 20, 2020 marked 100 years to the day that the 19th Amendment to the U.S. Constitution was ratified, thereby recognizing women's right to vote. In celebration of this event, the Women's Suffrage Centennial 2020 Committee dedicated and installed the Women's Centennial Sculpture located on the east bank of the Rock River, adjacent to the Log Lodge at the Riverfront YMCA in Rockford, Illinois. This sculpture design features a three-sided mosaic tower and six surrounding benches that will provide space for gathering and viewing the sculpture.

Although the Women's Centennial Tower has been completed, fundraising continues so that the six mosaic benches can be finalized and placed around the Tower. One of the benches features Rock Valley College's Starlight Theatre.

The Women' Suffrage Centennial 2020 Committee, a coalition of 14 civic and women's advocacy organizations in northern Illinois, has asked Rock Valley College to contribute \$5,000 in support of the project by purchasing a donor plaque for \$2,500 that would be placed on the endcap of the bench featuring Starlight Theatre. Work on this bench has begun and is expected to be completed in 2021. The remaining \$2,500 would be an endowment contribution to help support ongoing activities that honor the history and contributions of women.

Although Board Report #7819 presented to trustees at the June 22, 2021 Regular board meeting was tabled, trustees further discussed a possible donation at the July 13, 2021 Committee of the Whole meeting and requested that it be brought forward to the July 27, 2021 Regular meeting for a vote.

RECOMMENDATION: The Board of Trustees authorizes the College's Administration to make a contribution of \$2,500.00 to the Women's Suffrage Centennial 2020 Committee for a Rock Valley College donor plaque to be placed on the endcap of a bench that will be installed as part of the Women's Centennial Sculpture located on the grounds of the Riverfront YMCA in Rockford, Illinois.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

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Although the Women’s Centennial Tower has been completed, fundraising continues so that the six mosaic benches can be finalized and placed around the Tower. One of the benches features Rock Valley College’s Starlight Theatre.

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RECOMMENDATION:

The Board of Trustees authorizes the College’s Administration to make a contribution of \$2,500.00 to the Women’s Suffrage Centennial 2020 Committee for a Rock Valley College donor plaque to be placed on the endcap of a bench that will be installed as part of the Women’s Centennial Sculpture located on the grounds of the Riverfront YMCA in Rockford, Illinois.

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1) \$2,500 for a donor plaque to be placed on a bench endcap and/or ¶
2) \$2,500 for an endowment contribution.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

CLOSED SESSION MINUTES THROUGH JUNE 2021

Background: In accordance with the Illinois Open Meetings Act, the Board of Trustees of Community College District No. 511 is required to review the minutes and verbatim recordings of all closed meetings at least semi-annually. After such review, the Board in open session must determine whether or not there is a need for confidentiality to exist as to all or part of the written minutes.

At the request of the Board of Trustees, Attorney Matthew Gardner (in consultation with the Board's chair) has made such a review of said closed meeting minutes and recommends the Board of Trustees approve the following:

Recommendation:

1. That the minutes of the closed session meetings of October 13, 2020 through June 26, 2021 shall be approved.
2. That the need for confidentiality still exists for the closed meeting minutes for the period of October 13, 2020 through June 26, 2021.
3. That the verbatim recordings shall be maintained pursuant to an existing litigation hold on College records.
4. That minutes identified in this document shall continue to be confidential until further action of the Board of Trustees.

Matthew J. Gardner
Board Attorney

Board Approval: _____
Secretary, Board of Trustees

Student Trustee Report

Evelyn Molina -- Student Trustee

July 27, 2021

Regular Board of Trustees Meeting

The beginning of July is always one for large festivities as we celebrate the 4th of July and spend time with family. Rock Valley College also started the month off in a festive way with Rock Valley College personnel attending two parades in which we got to showcase school pride and advertise the ATC. At the end of June, the Belvidere Heritage parade took place in the very town the ATC inhabits, making it the perfect place to advertise enrollment and, of course, celebrate some heritage pride. Staff, trustees, students, myself included, had the opportunity to walk through the streets of Belvidere handing out RVC props, cards, and best of all, candy! It was a wonderful sight to see the Rock Valley community walk the parade and celebrate our softball team and the much-anticipated ATC.

This past week, Summer II entered its 4th week in session, marking the middle of the semester. In a regular 16-week semester, midterm is held at the halfway point— 8 weeks of classes—but in Summer II this occurs at the 4-week mark. With midterm week comes exams; with exams comes added stress. Stress during the school year is not uncommon but for some, stress can be inhibiting their success.

On Thursday, July 15th, I attended one of RVC's Thirsty Thursday webinars titled "Anxiety, Depression, and Stress: Managing Mental Health." I tuned in to watch Andrea McCauley, RVC Personal and Success counselor go over statistics, trends, and definitions of mental illness for college students. McCauley went over three common types of mental illnesses: anxiety, depression, and stress. But instead of just throwing these words around, McCauley went deep into their definitions: explaining symptoms and illustrating the difference between feeling stressed, anxious, and depressed and when it turns into a serious mental illness. The webinar ended with a list of resources free for student use.

In theatre news, Starlight theater began its season this July with shows running until August. Starlight is finally back in person, meaning in-person performances and in-person audiences as well. The first show of the season was *A Gentleman's Guide to Love and Murder*, with its last showing held on July 17th. This past week *You're a Good Man, Charlie Brown* had its opening night on July 21st. What a grand way to reopen!

To finish off my report, I wanted to mention the upcoming SGA Student v. Staff kickball event that will be held on August 5th from 3:30 to 5 pm. We are currently working on getting students to sign up, but we have high hopes for this event's success. In the process, we hope students are able to interact with and get to know their upcoming educators.

**Rock Valley College Board of Trustees
Freedom of Information Act Report
6/15/2021 –7/15/2021**

7/8/21	549	Kristi Upton, Acme Research	<p>Public spending, including both capital and operating expenditures, for payments made by or on behalf of Rock Valley College during fiscal year 2021</p> <p>Specifically, for any payee, <i>other than an employee or student</i>, who was paid a cumulative total amount of \$10,000 or more, we seek the payee name, address, and the cumulative total dollar amount paid to the subject payee over the relevant time period.</p>	In progress
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