

# Rock Valley College

Community College District No. 511  
3301 North Mulford Road, Rockford, IL 61114

## COMMITTEE OF THE WHOLE MEETING Educational Resource Center, Performing Arts Room, Room 0214 5:20 p.m. Tuesday, September 8, 2026

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

(The link opens to the YouTube page; access the Board meeting by clicking on the "Live" video icon with the date shown above.)

### Agenda

#### **A. Call to Order**

#### **B. Roll Call**

#### **C. Board Member Attendance by Means Other than Physical Presence**

#### **D. Communications and Petitions (Public Comment)**

#### **E. Recognition of Visitors**

#### **F. Review of Minutes:** Committee of the Whole, August 11, 2026

#### **G. General Presentation**

1. Strategic Plan Refresh Update

#### **H. Teaching, Learning, and Communications Discussion**

1. Illinois Cooperative Work Study (ICWS) Grant
2. Fiscal Year (FY) 2027 Enrollment Update
3. \*Informational Only
  - a. FY2027 Adult Learner (Ages 25-45) Enrollment: Credit/Workforce Development/Downtown West

#### **I. Finance Discussion: Board Liaison Trustee Cardenas Cudia**

1. Purchase Reports (A and B)
2. Cash and Investment Report
3. Internal Auditor

#### **J. Operations Discussion: Board Liaison Trustee Trojan**

1. Board Policy Manual Update: Article 4-Students / Second Reading
2. Downtown West Update
3. Classroom Building II (CLII) Update
4. Annual Employee Personnel Update
5. Change Orders
6. Personnel Report
7. Rock Valley College Events Calendar

#### **K. Other Business:**

1. Unfinished Business
2. New Business

#### **L. Next Regular Board of Trustees Meeting:**

September 22, 2026, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.

# Rock Valley College

## **M. Next Committee of the Whole Meeting:**

**October 6, 2026**, at 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.

## **N. Adjourn to Closed Session to discuss:**

- 1)** The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting per Section 2 (c) (1); and/or
- 2)** Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees per Section 2 (c) (2), all in accordance with the Illinois Open Meetings Act.

## **O. Reconvene Open Session**

## **P. Adjourn**

Paul Gorski, Board Chair

# Rock Valley College

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3301 N. Mulford Road, Rockford, IL 61114

## BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING 5:15 p.m. Tuesday, August 11, 2026

### Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting convened on Tuesday, August 11, 2026, in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC). The meeting was called to order at 5:15 p.m. by Board Chair Paul Gorski. Due to the absence of Trustee Jenna Goldsmith, Board Chair Gorski named Trustee Kristen Simpson as the secretary pro tempore.

### Roll Call

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

|                           |                                           |
|---------------------------|-------------------------------------------|
| Mr. Paul Gorski           | Ms. Kristen Simpson                       |
| Mr. Robert 'Bob' Trojan   | Ms. Sarah Ortiz Espinoza, Student Trustee |
| Ms. Gloria Cardenas Cudia |                                           |

The following trustees were absent from the roll call: Ms. Crystal Soltow, Mr. John Nelson, and Dr. Jenna Goldsmith.

Also present: Dr. Howard J. Spearman, President; Dr. Amanda Smith, Vice President of Academic Affairs; Dr. Keith Barnes, Vice President of Cultural Excellence and Belonging; Dr. Patrick Peyer, Vice President of Student Affairs; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Dr. Terrica Huntley, Vice President of Human Resources; Mr. Rick Jenks, Vice President of Operations; Ms. Ellen Olson, Vice President of Finance; Ms. Ann Kerwitz, Assistant to the President; Ms. Carly Diciolla, Assistant to the President; Ms. Tracy Luethje, Executive Assistant to the Vice President of Operations, Attorney Matthew J. Gardner, Robbins Schwartz.

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

There were no board members attending by any other means.

### Communications and Petitions

Chair Gorski formally announced that Trustee Jenna Goldsmith submitted her resignation as a Board Trustee of Rock Valley College via email to Chair Gorski, President Spearman, and Director of Employee Relations, Ms. Christine Lott, on August 10, 2026, at 6:52 p.m.

Chair Gorski shared an invitation that Trustee Trojan received and addressed to the Board regarding the "815 Rockin' Eve" dinner event, hosted by the Greater Rockford Chamber of Commerce on August 13, 2026, from 5:00 P.M. to 8:15 P.M. at the Hard Rock Casino.

- Trustee Trojan noted for the record that he will be attending on his own behalf, not as an official representative of the college.

# Rock Valley College

## Recognition of Visitors

There were no visitors to be recognized.

## Review of Minutes

There were no comments on the minutes from the July 14, 2026, Board of Trustees Committee of the Whole meeting.

## General Presentations

There were no general presentations.

## Teaching, Learning & Communications Discussion: Board Liaison Trustee Goldsmith

### **1. Fiscal Year (FY) 2027 Enrollment Update**

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the FY2027 Enrollment Update. Ms. Snider explained that due to the Software as a Service (SaaS) Migration with Ellucian, historical enrollment data had been underreported by excluding students who dropped or withdrew after specific tracking dates.

Ms. Snider stated that enrollment is currently flat compared to last year and that it is at 99% of the budget goal and 95% of the stretch goal for Fall. Across both semesters, enrollment is down 1% year-over-year and at 101% of budget and 97% of the overall goal.

### **2. Engineering Program Update**

Ms. Heather Snider and Dr. Patrick Peyer, vice president of student affairs, presented the Engineering Program Update. A detailed historical review, a student-tracking report, and a scholarship breakdown were presented regarding RVC's Engineering Program and the 2+2 Agreement with Northern Illinois University (NIU). Trustee Trojan noted that major capital investments were made to renovate the Woodward Technology Center (WTC), and a community scholarship fundraising drive raised several million dollars specifically for engineering students.

Ms. Snider discussed the student transfers, completion performance, and scholarships. Ms. Snider stated that over \$590,000 has been awarded across all engineering disciplines to 314 unique students over the past eight years. \$500,000 was awarded specifically to 114 students in the 2+2 program. For FY2027, \$146,255 remains available in second-chance scholarship funding (\$133,395 is designated for traditional engineering/mechanical engineering).

**Board Action:** Chair Gorski and Trustee Trojan would like administration to meet with NIU representatives in September 2026 to discuss expanding program options, work with scholarship donors to adjust criteria, widen the eligible applicant pool, expand marketing and recruitment efforts, and provide an updated status report to the Board at the November 2026 meeting.

### **3. \*Informational Only**

#### **a. FY2027 Adult Learner (Ages 25-45) Enrollment**

The information report is included in the board packet.

**Board Action:** A request was made to add total sums at the bottom of the reporting columns in future versions.

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## Finance Discussion: Board Liaison Trustee Cardenas Cudia

### **1. Cash and Investment Report**

Ms. Ellen Olson, vice president of finance, presented the Cash and Investment Report through July 31, 2026. Total operating cash is \$23,728,628. Total operating cash and investments are \$106,506,075. The operating cash and investments have changed by <\$8,319,312> since June 30, 2026. Total capital funds are \$59,224,991. Since June 30, 2026, the change in capital funds has been \$532,622. Ms. Olson stated that the total operating cash and investment funds were 98.45% of the FY2027 operating budget.

### **2. \*Informational Only**

The Quarterly Purchase Activity Report (purchases between \$10,000 and \$25,000)

### **3. Internal Auditor Discussion**

Discussion initiated on exploring internal audit services to evaluate internal financial controls, processes, and risk management. The key discussion points were:

- External auditor (Sikich) cannot perform internal auditing due to independence/conflict of interest rules.
- IT internal controls are already being systematically reviewed via RVC's virtual Chief Information Officer (vCIO) agreement.
- Options discussed included hiring an internal auditor employee vs. contracting with an independent external firm periodically.
- Comparison cited to City Colleges of Chicago internal audit structure and California community college audit models.

Further discussion will continue at future meetings, focusing on identifying 1-2 core financial control areas to audit.

## Operations Discussion: Board Liaison Trustee Trojan

### **1. Downtown West Update**

Vice President of Operations Mr. Rick Jenks stated that the project is entering its completion and move-in phase. Both elevator inspections passed, as did the fire alarm inspections. RVC personnel from the Register Star and the old Stenstrom buildings have successfully moved into the new Downtown West building and are unpacking/serving walk-in community members. Mr. Jenks reminded everyone that the Ribbon Cutting Ceremony is scheduled for Friday, August 14, 2026. Mr. Jenks stated that the project contingency fund has approximately \$700,000 remaining.

### **2. Change Orders**

- **Athletic Field Turf Project Update**

Mr. Jenks stated that the baseball field turf installation is complete, and that the softball field turf is currently being laid. The soccer field turf installation is to follow immediately, with targeted completion by mid-August 2026. Mr. Jenks said that minor change orders were approved for concrete leveling and sightline adjustments for the visiting spectator section at the soccer field.

### **3. 2027 Calling Election for Members of the Board of Trustees**

Ms. Olson stated that there will be an upcoming consolidated election on April 6, 2027. The petition circulation begins August 25, 2026, and the petition filing window is from

# Rock Valley College

November 16, 2026, through November 23, 2026. Ms. Olson said that there are three (3) seats up for election at RVC. Two (2) are six-year terms and one (1) is a four-year term.

## 4. Board Policy Manual Update: Article 4-Students / First Reading

Dr. Terrica Smith, vice president of human resources, presented the first reading of comprehensive revisions to Board Policy Article 4-Students, facilitated by legal counsel, Robbins Schwartz, and campus leadership. A summary of the changes is:

- Updates to legal statutes, title alignments, and administrative procedures (37 procedures created or updated).
- Cross-alignment between the Board Policy and the Student Handbook.
- Four policies are being recommended for deletion from the Student Section:
  - Non-Discrimination
  - Prohibiting Sex-Based Misconduct
  - Cultural Excellence and Belonging
  - Service and Other Animals

The above sections are recommended for removal from Article 4 because they are being elevated to campus-wide Operations policies that apply to all students, staff, and visitors.

**Board Action:** Second reading and potential approval will be scheduled following the appointment of a replacement trustee to fill the board vacancy.

## 5. Personnel Report

There are four placeholders on the August 2026 Personnel Report: a Nursing Faculty member, an English Faculty member, a Welding Faculty member, and a Director of Career Services. Heidi Penney, Nursing Faculty, departed on August 3, 2026.

## 6. Rock Valley College Events Calendar

Key Calendar Events & Reminders:

- First Week of Classes: Classes commence next week. Trustees are invited to serve as Welcome Greeters on Monday, August 17, and Tuesday, August 18. Volunteer shifts range from one (1) hour to full days between 7:30 AM and 5:30 PM. Interested trustees should contact Ann Kerwitz.
- Welcome Week (Week 2): Features various student engagement events, club involvement fairs, games, and activities.
  - Clarified that the "Welcome Week Goose Chase" scheduled for August 17 is a student scavenger hunt.
- Downtown West Campus Tours: Trustees planning to attend scheduled tours (10:00 AM, 11:00 AM, 1:00 PM, or 2:00 PM) who have not RSVP'd should inform Ann Kerwitz to balance attendance (target of two trustees per slot).
- Ribbon Cutting Event: Scheduled for Friday, August 14 at 10:00 AM. Over 230 attendees are expected, and Chair Gorski will be speaking. Trustees are requested to RSVP to Jennifer Thompson.

## New Business/Unfinished Business

### Unfinished Business

- **Aviation Program Update:** A request was made for an update/report on expanding the aviation program at the airport, to be presented no earlier than the November Committee of the Whole meeting.

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- **Board Retreat:** Reminder that the Board Retreat is scheduled for Saturday, January 23, 2027. Agenda planning between Chair Gorski and leadership is underway.
- **Holiday Schedule Notice:** Board members were advised that meeting dates in November and December may shift due to holiday schedules; official dates are posted on the RVC website.
- **Recording Secretary Vacancy:** Filling the vacancy for Recording Secretary (with a recommendation for Kristen Simpson) will be added as an action item for the next regular board meeting.
- **Board Trustee Vacancy:** Following Jenna Goldsmith's resignation, the Board must fill the open seat within 60 days in accordance with RVC Board Policy 1:10.020(Section 5) and the Illinois Public Community College Act.
  - Preference was expressed to appoint a qualified candidate willing to serve as an interim trustee until spring elections without seeking election for the full term. A closed session will be held at the next meeting to discuss candidates/process.

## New Business

- **Restricted Donor Endowments Policy Discussion:** Discussion was raised regarding a news article on higher education institutions improperly tapping into restricted donor endowment funds for operational expenses. Staff confirmed that RVC does not have direct access to RVC Foundation funds; funds are transferred solely via formal fund transfer requests approved by the Foundation and signed off by the president and CFO.
- **Policy Review:** It was discussed that existing auditing standards (external and potential internal auditor functions) and board fiduciary duties prevent unauthorized usage of restricted funds.
- **Growth Dimensions Economic Development Annual Reception:** Scheduled for **Wednesday, September 2, 2026**, starting at 5:00 PM at the Community Building Complex of Boone County.
  - Keynote speaker: Robert Lieske (Walmart Distribution Center).
  - The college has purchased a table; interested trustees (Trustee Trojan currently registered) should RSVP via Ms. Ann Kerwitz.

## Next Regular Board of Trustees Meeting

The next Regular Board of Trustees Meeting will be held on Tuesday, August 25, 2026, at 5:15 p.m., in the Performing Arts Room (PAR, Room 0214) of the Educational Resource Center (ERC) on the main campus.

## Next Committee of the Whole Meeting

The next Committee of the Whole Meeting will be held on Tuesday, September 8, 2026, at 5:15 p.m., in the Performing Arts Room (PAR, Room 0214) of the Educational Resource Center (ERC) on the main campus.

## Adjourn to Closed Session

At 6:42 p.m., Trustee Trojan made a motion, seconded by Trustee Cardenas Cudia, to adjourn to closed session to discuss: 1) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees per Section 2 (c) (2), in accordance with the Illinois Open Meetings Act.

# Rock Valley College

The motion was approved by a unanimous roll call vote.

## **Reconvene Open Session**

At 6:58 p.m., a motion was made by Trustee Cardenas Cudia, seconded by Trustee Trojan, to adjourn the closed session and return to open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

## **Adjourn**

At 7:01 p.m., a motion was made by Trustee Trojan, seconded by Trustee Cardenas Cudia, to adjourn the meeting. The motion was approved by a unanimous roll call vote.

Submitted by: Tracy L. Luethje.

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Ms. Kristen Simpson, Secretary Pro Tempore

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Paul Gorski, Board Chairman

DRAFT



# **STRATEGIC PLAN REFRESH UPDATE**

Board of Trustees Committee of the Whole  
September 8, 2026

Heather Snider, Vice President of Institutional  
Effectiveness & Communications

# REMINDER FROM JANUARY 2026 BOARD RETREAT: STRATEGIC PLAN REFRESH

## Why

- The current plan is "expiring"
- Present refresh draft to Trustees by end of calendar year
- Opportunities to address questions, concerns, ideas
- Accreditation recommendations

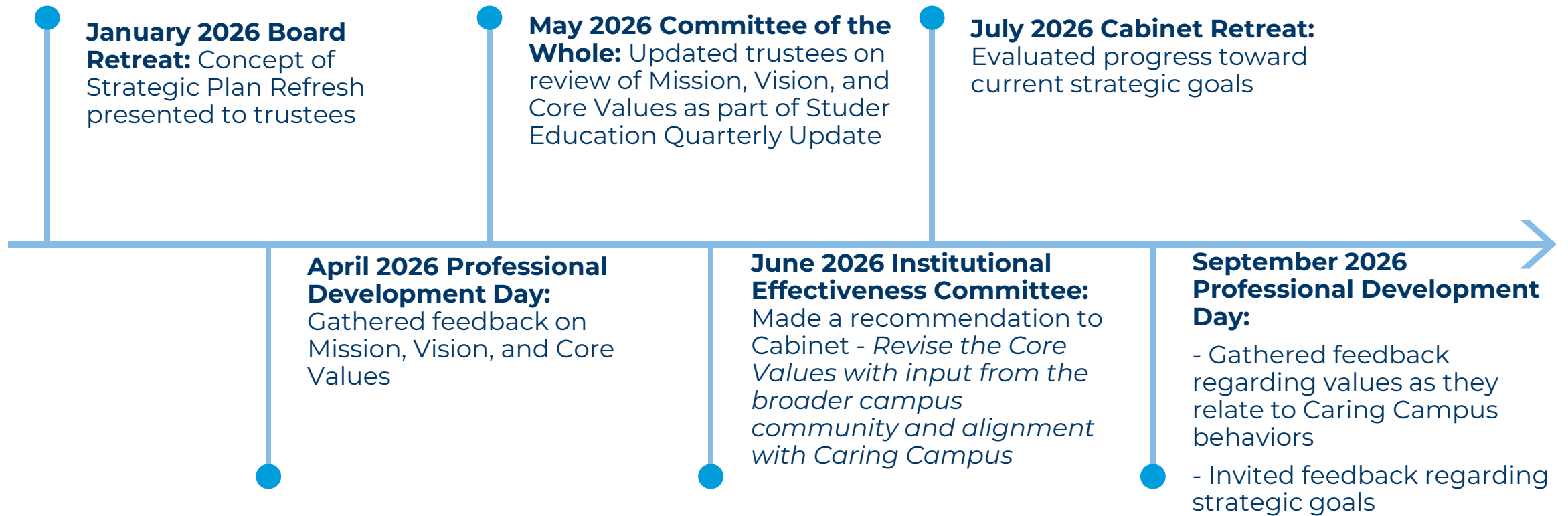
## What

- Pillars stay the same
- Review Mission, Vision, Core Values
- Update goals, targets, and scorecard
- Incorporate Strategic Enrollment Management Plan and Academic Plan with focus on adult learners

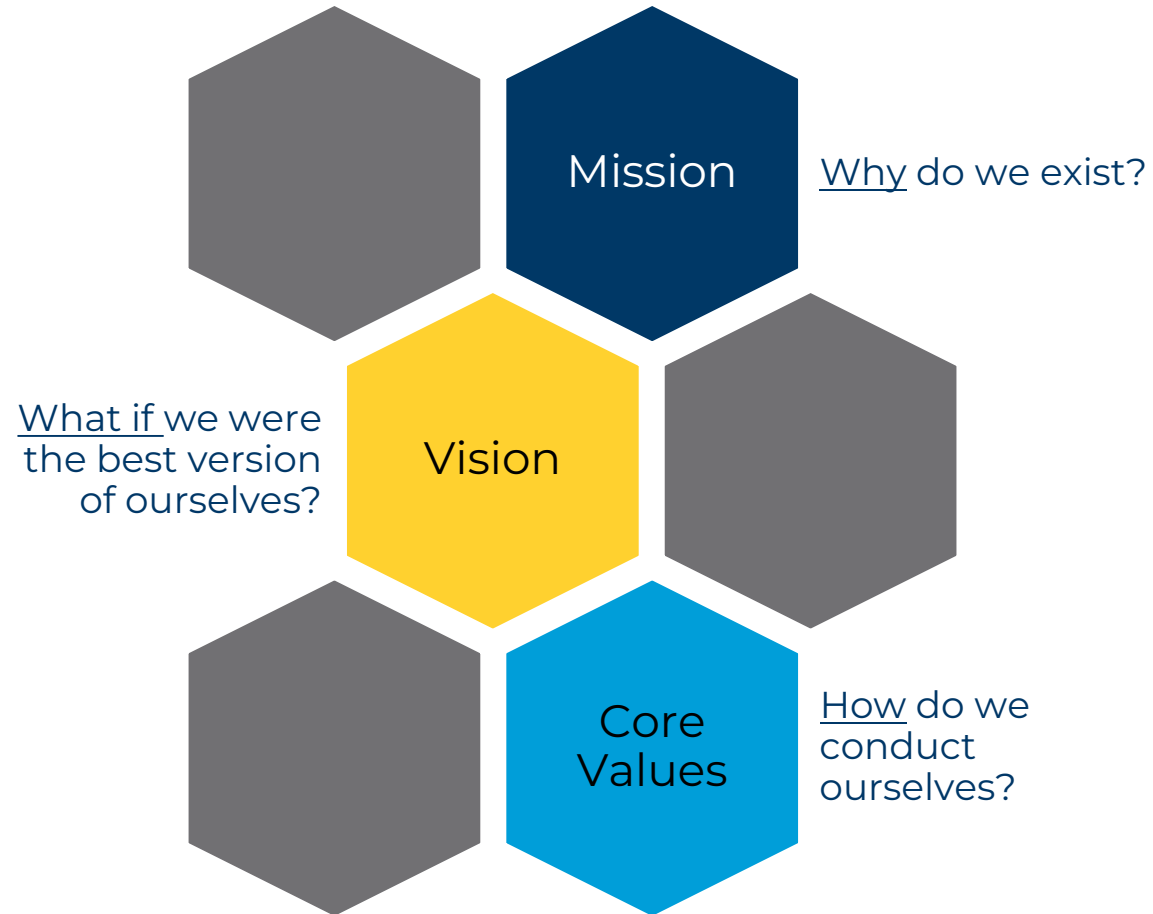
## How

- Establish Institutional Effectiveness Committee – Front End
- Continue Studer work with Cabinet and Leadership Development Institute – Back End

# PROCESS UPDATE



# MISSION, VISION & CORE VALUES



# STATUS UPDATE: MISSION

**Mission Statement:** Rock Valley College empowers students and community through lifelong learning.

**Status:** People generally agree that the mission statement includes the necessary components.

- What service do we provide? Lifelong learning
- Who do we serve? Students and community
- Why do we serve them? Empowerment

# STATUS UPDATE: VISION

**Vision Statement:** Rock Valley College empowers the community to grow as a society of learners through well-designed educational pathways, leading to further education, rewarding careers, cultural enrichment, and economic-technological development.

**Status:** People generally think the vision statement is too hard to remember and restates the mission statement. It is too long and not visionary.

**Recommended components to include:** Student success/prosperity, community, excellence/quality

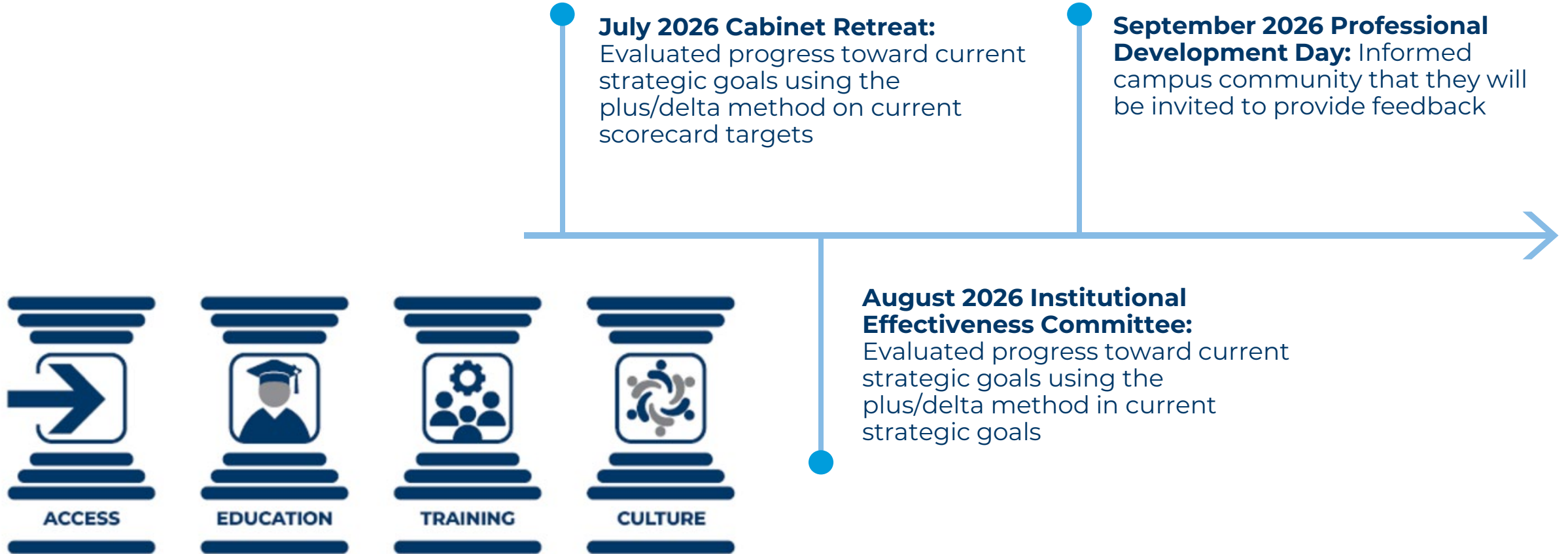
# STATUS UPDATE: CORE VALUES

## Institutional Effectiveness Committee

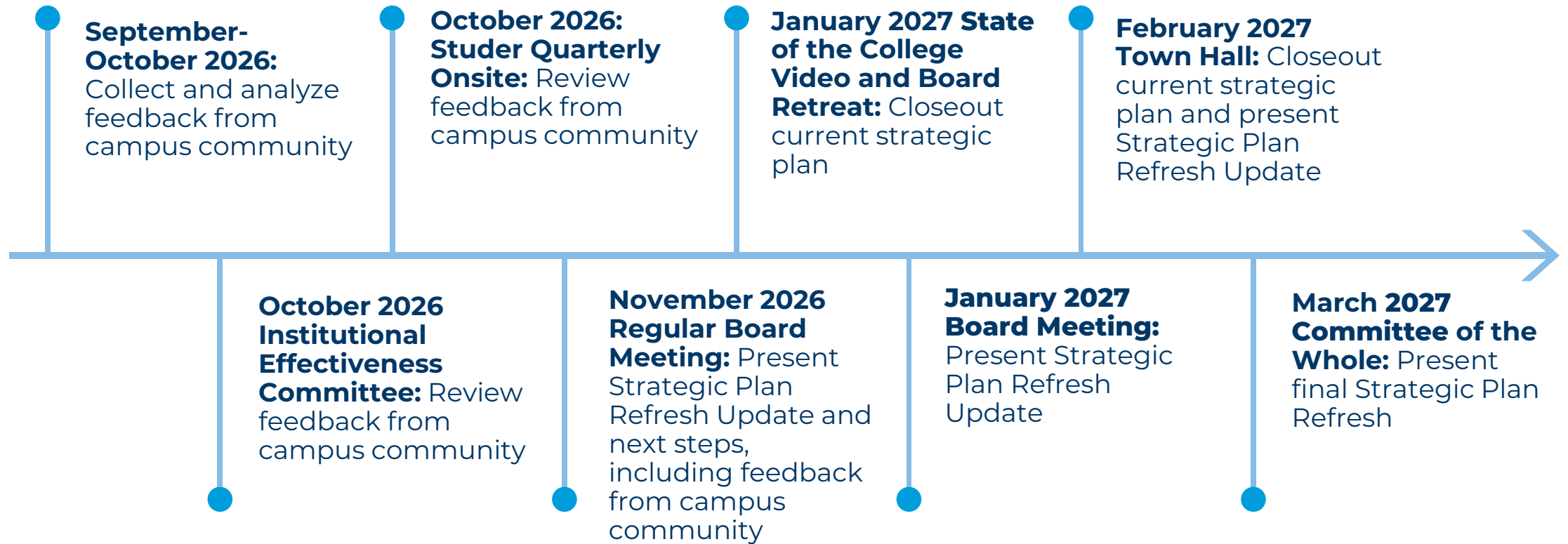
**Recommendation:** *Revise the Core Values with input from the broader campus community and alignment with [Caring Campus](#).*

**Status:** Caring Campus behavioral commitments were created for faculty (in the classroom) and staff (outside the classroom). These behaviors were mapped to the current Core Values and vetted during the September 8, 2026 Professional Development Day.

# STATUS UPDATE: STRATEGIC PLAN PILLARS & GOALS



# NEXT STEPS



# QUESTIONS?

RVC is an equal opportunity educator and employer.  
For more information, visit [RockValleyCollege.edu](http://RockValleyCollege.edu).

## Illinois Cooperative Work Study (ICWS) Grant Agreement

### Background:

The Illinois Cooperative Work Study (ICWS) grant is a financial assistance program to support Illinois resident undergraduate students in cooperative work study programs in higher education.

Rock Valley College may receive up to \$40,304 under this Agreement. These grant funds will be used to expand opportunities for students to pursue internships, clinical placements, cooperative programs with business and industry, and other work opportunities aligned with their academic programs.

The grant is subject to the Illinois Cooperative Work Study Program Act (110 ILCS 225) and the Illinois Cooperative Work Study Program Rules (Title 23 Part 1015). This is an agreement with the State of Illinois and the Illinois Board of Higher Education (IBHE).

### Recommendation:

It is recommended that the Rock Valley College Board of Trustees approves the Illinois Cooperative Work Study (ICWS) grant agreement of up to \$40,304 during the time period beginning July 1, 2026, and ending August 30, 2027.

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Howard J. Spearman, Ph.D.  
President

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

**Attachments:** FY2027 Illinois Cooperative Work Study (ICWS) Grant Agreement



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS BOARD OF HIGHER EDUCATION  
AND**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and \_\_\_\_\_ (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

|               |                                                                  |
|---------------|------------------------------------------------------------------|
| Article I     | Definitions                                                      |
| Article II    | Award Information                                                |
| Article III   | Grantee Certifications and Representations                       |
| Article IV    | Payment Requirements                                             |
| Article V     | Scope of Award Activities/Purpose of Award                       |
| Article VI    | Budget                                                           |
| Article VII   | Allowable Costs                                                  |
| Article VIII  | Lobbying                                                         |
| Article IX    | Maintenance and Accessibility of Records; Monitoring             |
| Article X     | Financial Reporting Requirements                                 |
| Article XI    | Performance Reporting Requirements                               |
| Article XII   | Audit Requirements                                               |
| Article XIII  | Termination; Suspension; Non-compliance                          |
| Article XIV   | Subcontracts/Subawards                                           |
| Article XV    | Notice of Change                                                 |
| Article XVI   | Structural Reorganization and Reconstitution of Board Membership |
| Article XVII  | Conflict of Interest                                             |
| Article XVIII | Equipment or Property                                            |
| Article XIX   | Promotional Materials; Prior Notification                        |
| Article XX    | Insurance                                                        |
| Article XXI   | Lawsuits and Indemnification                                     |
| Article XXII  | Miscellaneous                                                    |
| Exhibit A     | Project Description                                              |
| Exhibit B     | Deliverables or Milestones                                       |
| Exhibit C     | Contact Information                                              |
| Exhibit D     | Performance Measures and Standards                               |
| Exhibit E     | Specific Conditions                                              |

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

**The Parties or their duly authorized representatives hereby execute this Agreement.**

ILLINOIS BOARD OF HIGHER EDUCATION

\_\_\_\_\_

By: \_\_\_\_\_

Signature of Ginger Ostro, Executive Director

By: \_\_\_\_\_

Signature of Designee

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

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

Designee

By: \_\_\_\_\_

Signature of Authorized Representative Date:

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

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

E-mail: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Signature of Second Grantor Approver, if applicable

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

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

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

Second Grantor Approver

By: \_\_\_\_\_

Signature of Second Grantee Approver, if applicable

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

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

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

Second Grantee Approver

(optional at Grantee's discretion)

By: \_\_\_\_\_

Signature of Third Grantor Approver, if applicable

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

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

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

Third Grantor Approver

## **PART ONE – THE UNIFORM TERMS**

### **ARTICLE I DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective from the date of last signature and expires on \_\_\_\_\_ (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☐ are estimated to be \$\_\_\_\_\_, of which \$\_\_\_\_\_ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

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2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is \_\_\_\_\_, the federal awarding agency is \_\_\_\_\_, and the Federal Award date is \_\_\_\_\_. If applicable, the Assistance Listing Program Title is \_\_\_\_\_ and Assistance Listing Number is \_\_\_\_\_. The Catalog of State Financial Assistance (CSFA) Number is \_\_\_\_\_ and the CSFA Name is \_\_\_\_\_. If applicable, the State Award Identification Number (SAIN) is \_\_\_\_\_.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1 Registration Certification. Grantee certifies that: (i) it is registered with SAM and \_\_\_\_\_ is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2 Tax Identification Certification. Grantee certifies that: \_\_\_\_\_ is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Medical Corporation

☐ Governmental Unit

☐ Estate or Trust

☐ Pharmacy-Non-Corporate

☐ Pharmacy/Funeral Home/Cemetery Corp.

☐ Tax Exempt\*

☐ Limited Liability Company (select applicable tax classification) ☐

P = partnership

☐ C = corporation

\*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3 Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4 Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5 Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### **ARTICLE IV PAYMENT REQUIREMENTS**

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## **ARTICLE V**

### **SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## **ARTICLE VI**

### **BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII**

### **ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## **ARTICLE VIII**

### **LOBBYING**

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## **ARTICLE X FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

### 10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### 13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

## **ARTICLE XIV SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## **ARTICLE XV NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## **ARTICLE XVII CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

## **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

## EXHIBIT C

### CONTACT INFORMATION

#### CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

#### FOR OFFICIAL GRANT NOTIFICATIONS

##### GRANTOR CONTACT

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

##### GRANTEE CONTACT

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

##### GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: \_\_\_\_\_

\_\_\_\_\_

#### FOR GRANT ADMINISTRATION

##### GRANTOR CONTACT

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

TTY#: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

##### GRANTEE CONTACT

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

TTY#: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

## **EXHIBIT E**

### **SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

## **PART TWO –GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

### **PART THREE –PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

## FY2027 Adult Learner (Ages 25-45) Enrollment Update

Board of Trustees Committee of the Whole – September 8, 2026

| Term      | Credit Courses and Programs |                |                  | Workforce Development |                |                  | Downtown West  |                |                  |
|-----------|-----------------------------|----------------|------------------|-----------------------|----------------|------------------|----------------|----------------|------------------|
|           | Total Students              | Adult Learners | % Adult Learners | Total Students        | Adult Learners | % Adult Learners | Total Students | Adult Learners | % Adult Learners |
| Summer II | 2,032                       | 477            | 23%              | 190                   | 74             | 39%              | NA             | NA             | NA               |
| Fall      | 5,672                       | 1,246          | 22%              | 147                   | 59             | 40%              | 441            | 138            | 31%              |
| Winterim  | --                          | --             | --               | --                    | --             | --               | --             | --             | --               |
| Spring    | --                          | --             | --               | --                    | --             | --               | --             | --             | --               |
| Summer I  | --                          | --             | --               | --                    | --             | --               | --             | --             | --               |

Source: Ellucian Insights – Adult Learner Report (08/04/2026)

**Notes:**

- Workforce Development includes Customized Training and selected Continuing Education courses.
- Headcounts are unduplicated within each category but may be duplicated across the categories (e.g., a student who is enrolled in credit courses at downtown west is included in both categories).
- This report reflects actual registrations. Workforce development programs follow a different enrollment cycle and have registrations pending that will appear on future reports.

## FY27 Workforce Development Enrollment by Program

| Program                                          | Summer II  | Fall       | Winterim  | Spring    | Summer I  |
|--------------------------------------------------|------------|------------|-----------|-----------|-----------|
| Blueprint Reading                                | 12         | 0          |           |           |           |
| CNC – 8 weeks                                    | 21         | 0          | --        | --        | --        |
| CNC – 12 weeks                                   | 17         | 8          | --        | --        | --        |
| CNC – 24 weeks                                   | 0          | 0          | --        | --        | --        |
| Collision Repair                                 | 0          | 7          | --        | --        | --        |
| CPR Certification                                | 18         | 13         | --        | --        | --        |
| Dental Assisting                                 | 8          | 5          | --        | --        | --        |
| EKG Technician                                   | 13         | 7          | --        | --        | --        |
| EMT                                              | 3          | 8          | --        | --        | --        |
| EPA Refrigerant Handling                         | 0          | 0          | --        | --        | --        |
| Food Safety Manager                              | 24         | 4          | --        | --        | --        |
| Forklift Operator                                | 0          | 4          |           |           |           |
| Highway Construction Careers Training Program    | 0          | 12         | --        | --        | --        |
| Massage & Bodywork Therapy Program               | 37         | 44         | --        | --        | --        |
| Medical Billing & Coding                         | 2          | 0          | --        | --        | --        |
| Own & Operate Your Own Business                  | 0          | 5          |           |           |           |
| Pharmacy Technician                              | 12         | 17         | --        | --        | --        |
| Refrigeration, Air & Heating                     | 0          | 1          |           |           |           |
| Robotic Welding                                  | 0          | 0          | --        | --        | --        |
| Sterile Processing Technician                    | 0          | 1          | --        | --        | --        |
| TechWorks                                        | 0          | 0          | --        | --        | --        |
| Truck Driver Training                            | 22         | 8          | --        | --        | --        |
| Warehouse 101                                    | 2          | 3          | --        | --        | --        |
| <b>TOTAL</b> (may be duplicated across programs) | <b>191</b> | <b>147</b> | <b>--</b> | <b>--</b> | <b>--</b> |

Source: Ellucian Insights – Adult Learner Reports (08/31/2026)

Notes:

- Workforce Development includes Customized Training and selected Continuing Education courses.
- Headcounts are unduplicated within each program but may be duplicated across programs.
- This report reflects actual registrations. These programs follow a different enrollment cycle and have registrations pending that will appear on future reports.

## FY27 Downtown West Enrollment by Program

| Program                   | Summer II | Fall       | Winterim  | Spring    | Summer I  |
|---------------------------|-----------|------------|-----------|-----------|-----------|
| Adult Education           | NA        | 100        | --        | --        | --        |
| Automotive                | NA        | 48         | --        | --        | --        |
| Collision Repair          | NA        | 7          | --        | --        | --        |
| Criminal Justice          | NA        | 42         | --        | --        | --        |
| Early Childhood Education | NA        | 39         | --        | --        | --        |
| Human Services            | NA        | 18         | --        | --        | --        |
| Truck Driver Training     | NA        | 3          | --        | --        | --        |
| <b>TOTAL</b>              | <b>NA</b> | <b>257</b> | <b>--</b> | <b>--</b> | <b>--</b> |

Source: Ellucian Insights – Adult Learner Report (08/31/2026)

Notes:

- This report reflects actual registrations. Workforce development programs follow a different enrollment cycle and have registrations pending that will appear on future reports.
- While 100 students are enrolled in Adult Education courses at Downtown West, there are 451 total students enrolled in Adult Education courses across all RVC locations.

## Purchase Report-A - FY2027 Amendment

Recommendation: Board approval for items marked with an asterisk.

A. Downtown West Furniture – (Capital Instructional Equipment/Furniture – Downtown West Project)

**Atmosphere Commercial Interiors**

**Rockford, IL**

**\$37,000.00\*(1)  
Not to Exceed**

1. This increase is for additional furniture for the Downtown West campus. Additional tables and chairs are needed to expand seating capacity in the community conference center located in the Downtown Learning Center. This request represents a not to exceed amount.

|                                 |                                   |
|---------------------------------|-----------------------------------|
| <b>Original approved amount</b> | <b>\$607,805.34</b>               |
| <b>Increase requested</b>       | <b>\$ 37,000.00</b>               |
| <b>New total expenditure</b>    | <b>\$644,805.34 Not to Exceed</b> |

**FY2026 Capital Expense  
Original Board Report BR 8361-B**

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

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

## Purchase Report-B - FY2027 Purchases

Recommendation: Board approval for items marked with an asterisk.

A. Commencement Regalia – (Other Contractual Services – Graduation & Commencement)

**Herff Jones, LLC**

**Indianapolis, IN**

**\$29,000.00\*(1)**  
**Not to exceed**

1. This expense is for commencement regalia and diploma covers for graduates, as well as rental regalia for faculty participating in commencement ceremonies. Bid #25-31 Commencement Regalia was awarded on Board Report BR8341-B on January 27, 2026. This is year two (2) of a three-year contract and is a not to exceed.

**FY2027 Budgeted Expense**

B. Public Official Treasurer Bonds – (Tort – Treasurer Bond)

**Marsh USA Inc.**

**Chicago, IL**

**\$46,000.00\*(2)**  
**Not to exceed**

2. This expense is for Public Official Treasurer Bonds, which provide financial assurance and protection for College funds in connection with the fiduciary responsibilities of the Treasurer as required under the Illinois Community College Act (110 ILCS 805/3-19). Marsh USA Inc. is the insurance broker that places the required bond coverage. This is a not to exceed.

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

**FY2027 Budgeted Expense**

## Purchase Report-B - FY2027 Purchases

C. Police Vehicle – (Automotive – RVC Police Department)

**Sutton Ford, Inc**

**Matteson, IL**

**\$69,750.00\*(3)**  
**Not to exceed**

3. This expense is for a 2026 Ford Police Interceptor equipped for law enforcement use for the Rock Valley College Police Department. This vehicle will replace an aging police vehicle with high mileage and failing systems. The vehicle will be purchased utilizing Illinois State Bid #22-416CMS-BOSS4-B-41049. This is a not to exceed.

### **FY2027 Capital Expense**

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

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

**ROCK VALLEY COLLEGE**  
Cash and Investment Report  
August 31, 2026

|                                                                     | <u>Month End Balance</u>  |
|---------------------------------------------------------------------|---------------------------|
| <u>Operating Cash Accounts</u>                                      |                           |
| UMB Bank                                                            | 6,594,897                 |
| PMTA Operating Cash                                                 | 7,422,751                 |
| Petty Cash                                                          | 7,491                     |
| ISDLAF*                                                             | 14,134,405                |
| Total Operating Cash:                                               | <u>28,159,544</u>         |
| <u>Operating Investments Accounts</u>                               |                           |
| PMTA Operating                                                      | 45,587                    |
| ISDLAF*                                                             | 685,101                   |
| CD's and CDARS                                                      | 65,865,390                |
| Treasuries                                                          | 7,618,562                 |
| ISDLAF Term Series                                                  | 8,750,000                 |
| Total Operating Investments:                                        | <u>82,964,640</u>         |
| <b>Total Operating Cash &amp; Investments:</b>                      | <b><u>111,124,183</u></b> |
| <hr/>                                                               |                           |
| <b>Total Operating Cash and Investments on July 31, 2026</b>        | <b><u>106,506,075</u></b> |
| <b>Total Operating Cash and Investments on August 31, 2026</b>      | <b><u>111,124,183</u></b> |
| <b>Total Operating Cash and Investments on August 31, 2025</b>      | <b><u>102,521,697</u></b> |
| <b>% of Operating Budget</b>                                        | <b><u>102.72%</u></b>     |
| <b>Change in Operating Cash and Investments since July 31, 2026</b> | <b><u>4,618,108</u></b>   |

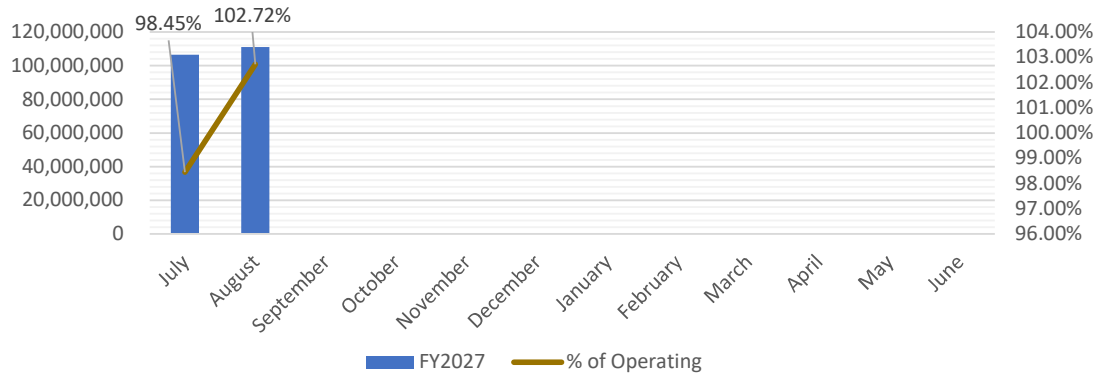
*\*Illinois School District Liquid Asset Fund*

|                                                         | <u>Month End Balance</u> |
|---------------------------------------------------------|--------------------------|
| <u>Working Cash Accounts</u>                            |                          |
| ISDLAF*                                                 | 867,454                  |
| Total Working Fund Cash:                                | <u>867,454</u>           |
| <hr/>                                                   |                          |
| <b>Total Working Cash Funds on July 31, 2026</b>        | <b><u>1,059,654</u></b>  |
| <b>Total Working Cash Funds on August 31, 2026</b>      | <b><u>867,454</u></b>    |
| <b>Change in Working Cash Funds since July 31, 2026</b> | <b><u>(192,199)</u></b>  |

*\*Illinois School District Liquid Asset Fund*

|                                                    | <u>Month End Balance</u>  |
|----------------------------------------------------|---------------------------|
| <u>Capital Funds</u>                               |                           |
| Debt Service                                       | 7,334,626                 |
| Life Safety                                        | 5,667,934                 |
| CDB Escrow                                         | 28,773,803                |
| Building Funds                                     | 12,498,869                |
| Total Capital Funds:                               | <u>54,275,232</u>         |
| <hr/>                                              |                           |
| <b>Total Capital Funds on July 31, 2026</b>        | <b><u>59,224,991</u></b>  |
| <b>Total Capital Funds on August 31, 2026</b>      | <b><u>54,275,232</u></b>  |
| <b>Change in Capital Funds since July 31, 2026</b> | <b><u>(4,949,760)</u></b> |

### Operating Cash Balance and % Coverage of FY'27 Operating Budget



| Month / Year   | Cash & Investments | Capital    | Total       |
|----------------|--------------------|------------|-------------|
| August 2026    | 111,124,183        | 54,275,232 | 165,399,415 |
| August 2025    | 102,521,697        | 84,522,519 | 187,044,216 |
| July 2026      | 106,506,075        | 59,224,991 | 165,731,067 |
| July 2025      | 106,278,443        | 82,185,396 | 188,463,840 |
| June 2026      | 114,825,387        | 58,692,369 | 173,517,756 |
| June 2025      | 106,950,507        | 80,801,115 | 187,751,622 |
| May 2026       | 104,639,364        | 57,068,734 | 161,708,097 |
| May 2025       | 103,733,777        | 73,618,424 | 177,352,201 |
| April 2026     | 97,562,068         | 61,832,007 | 159,394,076 |
| April 2025     | 99,245,776         | 70,778,111 | 170,023,887 |
| March 2026     | 98,557,030         | 64,786,827 | 163,343,858 |
| March 2025     | 95,499,192         | 23,655,986 | 119,155,178 |
| February 2026  | 99,747,903         | 67,381,557 | 167,129,460 |
| February 2025  | 93,595,008         | 23,564,036 | 117,159,044 |
| January 2026   | 103,628,934        | 65,476,101 | 169,105,035 |
| January 2025   | 97,793,062         | 23,489,305 | 121,282,367 |
| December 2025  | 103,898,449        | 71,437,423 | 175,335,872 |
| December 2024  | 97,836,468         | 22,888,518 | 120,724,986 |
| November 2025  | 107,480,877        | 84,592,278 | 192,073,156 |
| November 2024  | 86,593,948         | 34,956,285 | 121,550,233 |
| October 2025   | 111,518,636        | 85,833,801 | 197,352,438 |
| October 2024   | 86,909,426         | 36,439,132 | 123,348,557 |
| September 2025 | 113,034,422        | 89,501,970 | 202,536,392 |
| September 2024 | 88,096,984         | 36,073,771 | 124,170,755 |
| August 2025    | 102,521,697        | 84,522,519 | 187,044,216 |
| August 2024    | 81,392,300         | 31,630,251 | 113,022,551 |

Update to Rock Valley College Board Policy Manual  
Article 4–Students  
Second Reading

Background:

The purpose of the Rock Valley College Board Policy Manual is to document the rules and regulations applicable to the operations of Rock Valley College and to ensure compliance with applicable laws and regulations.

During the April 23, 2024, Reorganization Meeting concerning Adoption of Policies of the Board, extensive discussion took place regarding the need to review and update the current Board Policy Manual. Trustees approved a motion to adopt the current Board Policies for a period not to exceed 90 days. During this period, Trustees Nelson and Gorski agreed to review the policies and prepare them for presentation to the College Attorney and President Spearman, prior to the Board of Trustees' review.

At the June 25, 2024, Regular Board of Trustees meeting, Board Report #8165 was approved to adopt the current Board Policy Manual (Policies of the Board) as presented on April 23, 2024, with no revisions. Beginning with Article 1-Board Bylaws, Robbins Schwartz attorneys and the Administration will recommend review and revisions on a section-by-section basis until the Board Policy Manual is fully updated.

On October 22, 2024, Board Report #8210, Article 1-Board of Trustees Bylaws, as reviewed and revised by Robbins Schwartz attorneys and College Administration, was adopted by the Board of Trustees.

On October 28, 2025, Board Report #8323, Article 2-Operations, as reviewed and revised by Robbins Schwartz attorneys and College Administration, was adopted by the Board of Trustees.

On April 28, 2026, Board Report #8377, Article 3-Human Resources, as reviewed and revised by Robbins Schwartz attorneys and College Administration, was adopted by the Board of Trustees.

Since then, College personnel, including vice presidents, deans, directors, executive directors, and staff, have been working with attorneys from Robbins Schwartz to update Article 4-Students regarding law, safety, and policy. Proposed changes were reviewed several times by each entity, and the appropriate administrative procedures were updated or created where applicable.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Article 4-Students of the Board Policy Manual as reviewed and revised by Robbins Schwartz attorneys and College Administration. **Attorney Reviewed.**

Howard J. Spearman, Ph.D.  
President

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

Attachment(s): Rock Valley College Board Policy Manual Article 4–Students

# Rock Valley College

## RVC Board Policy 4:10.010

### Non-Discrimination

The College provides equal opportunities in its admissions, educational and extracurricular programs and activities consistent with federal and state law. Discrimination is prohibited on the basis of race, color; religion, national origin, ancestry, citizenship status, sex, age, physical or mental disability, marital status, order of protection status, sexual orientation, including but not limited to gender related identity discrimination, pregnancy, reproductive health decisions, veteran status, or unfavorable military discharge, use of lawful products while not at work, genetic information, or other legally protected categories.

This policy of equal educational opportunities applies to all policies and procedures. This policy governs admission, access, participation, and treatment in College programs and activities, and application for and treatment in all aspects of educational and extracurricular programs and activities.

Upon request RVC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would create an undue hardship.

Individuals who believe they have not received equal educational opportunities or with questions about any type of discrimination in the educational setting should bring these concerns to the attention of the Vice President of Student Affairs (or designee). Students may raise concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to the appropriate disciplinary action, up to and including expulsion or termination.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## Prohibiting Sex-Based Misconduct

### I. Policy Statement

The College is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct on the basis of sex, which includes sexual orientation, gender-related identity and expression, pregnancy, and other protected characteristics related to sex under federal, state, or local law. The College prohibits all forms of sex-based misconduct, including, but not limited to, sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of protected characteristics under its Non-Discrimination-Students Policy and Equal Employment Opportunity Policy.

It is the policy of the College to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Employees or students found to have engaged in prohibited misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College. Contractors, visitors, and any other third parties found to have engaged in prohibited misconduct will be addressed in accordance with the authority of the College in the context of the relationship of the third-party to the College.

### II. Title IX Compliance

As required under Title IX and its implementing regulations, the College does not discriminate on the basis of sex and prohibits sex discrimination in the education programs and activities that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the Dean of Students and Director of Employee Relations as the Title IX Coordinator(s), who are responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R Part 106 may be directed to the College's Title IX Coordinator(s), the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

### III. Retaliation Prohibited

Retaliation, including intimidation, threats, coercion, adverse educational or employment actions, or discrimination against any person because they have, in good faith, reported or disclosed alleged discrimination, filed a complaint, or otherwise participated or declined to participate in an investigation into allegations of discrimination, is strictly prohibited.

## Implementing Procedures

The College will establish, maintain and publish procedures implementing this Policy, which set

*RVC is an equal opportunity educator and employer.*

# Rock Valley College

forth:

- The application and scope of the College's prohibition on sex-based misconduct;
- Definitions of prohibited conduct and a definition of consent;
- Responsibilities of and contact information for the College's Title IX Coordinator(s) and Department of Human Resources
- Rights and options for assistance by the College, law enforcement, a medical facility, or a crisis center following an incident of sex-based misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against an elected official;
- Responsibilities of College employees with regard to reporting, forwarding, and/or keeping confidential allegations of discrimination, as applicable;
- The College's response to reports of alleged sex-based misconduct;
- The College's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Potential sanctions that may be imposed following the implementation of the College's grievance procedures and limits on those sanctions;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator(s), Department of Human Resources, campus law enforcement, Responsible Employees and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other sex-based misconduct, or involved in the referral or provision of services to survivors.

**Reference:** BR 6109- October 28, 2003; BR 6329- April 4, 2006; BR 6924- August 29, 2012; AR 314- April 8, 2014; BR 7318- July 26, 2016; BR 7325- August 23, 2016; BR 7493- March 27, 2018; BR 7770- November 24, 2020

**Implemented:** August 29, 2012 (3:10.020) April 8, 2014 (4:10.020)

**Revised:** April 8, 2014 (3:10.020); August 23, 2016; March 27, 2018; November 24, 2020

# Rock Valley College

## RVC Board Policy 4:10.030

### Student Admissions

The College has maintains an open admissions policy that provides postsecondary education consistent with the Illinois Public Community College Act and Illinois Community College Board (ICCB) requirements. The College will admit applicants who demonstrate interest in taking classes, regardless of their past academic performance, the opportunity to do so subject to space limitations and any program-specific admission criteria.

Admission by the College does not guarantee entrance into a particular course or program of study. Certain program may have additional academic, placement, health, or background requirements, and may be subject to selective or limited enrollment. Program-specific admission requirements will be published by the College.

Priority enrollment for all degree and certificate programs shall be provided to a service member or veteran as defined in Section 3-29.10 of the *Illinois Public Community College Act*, after the student's eligibility to receive such benefits has been verified.

Consistent with the College's Non-Discrimination Policy, Policy 2:10.130, the College will not discriminate in the admission or recruitment of students. Information regarding the admissions process, including procedures, deadlines, and documentation requirements, will be communicated to students through the College's website and other official publications.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.040

### Student Residency

The College will classify the residency of students enrolling in accordance with the *Illinois Public Community College Act*, 770 ILCS 805/3 et seq., and the Administrative Rules of the Illinois Community College Board (ICCB). Residency status is used to determine applicable tuition rates and certain eligibility criteria.

Students are responsible for establishing and documenting their residency status. The College will maintain procedures for student residency status classification, verification, and appeals consistent with the ICCB regulations.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**



# RVC Board Policy 4:10.050

## International Students

The College welcomes students from outside the United States. The College will admit and enroll eligible international students in accordance with federal regulations governing non-immigrant students. The College will assist international students seeking to study at the College on an F-1 Visa.

A student whose permanent residence is outside of the United States and is attending the College on a visa shall be classified as an out-of-state student for tuition purposes, unless the student qualifies for a specific residency exception recognized by statute, ICCB rules, or College policy.

Information regarding international specific admission requirements, procedures, and deadlines will be published on the College's website and in other official publications.

**Reference:** Board Report 6234; AR 314

**Implemented:** February 22, 2005

**Revised:** April 8, 2014

## RVC Board Policy 4:10.060

### Academic and Career Placement

The College is committed to supporting students in achieving their academic and career goals by placing them into courses that align with their current skills and preparation. The College requires new degree-seeking students, and other students as designated, to demonstrate placement levels in key disciplines through approved placement measures prior to registration. Students may also be required to take career-related placement tests to determine eligibility for selective-enrollment College programs or courses.

Placement may be determined by using a combination of standardized test scores, high school coursework and grades, prior college credit, transitional courses, and/or College placement assessments, consistent with ICCB guidelines and College procedures. The College may also require additional placement or aptitude assessments for selective or limited-enrollment programs.

Students may be eligible for waivers or exemptions from certain placement assessments by submitting proof of competency in a discipline as determined by the College. Information on placement requirements, methods, waivers, and retesting will be communicated to students through the College's website and other official publications.

As a member of the National College Testing Association, the College provides professional, accessible testing services in a secure and appropriate environment in order to advance the educational and career status of current students and district residents.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.070

### Student Classification

For purposes of enrollment status, The College classifies students as follows:

- Full-Time Student: A full-time student is enrolled in twelve (12) or more semester credit hours of course work in the fall, spring, or summer term. For the summer term, enrollment across summer session I and summer session II is combined to determine full-time status.
- Part-Time Student: A part-time student is enrolled in one (1) to eleven (11) semester credit hours during a term.
  - Less Than Half-Time Student: A student enrolled in less than six (6) semester credit hours of course work during a term is considered less than half- time.

The College may use these classifications for determining eligibility for certain programs, services, and benefits, and will apply them consistent with applicable federal and state regulations.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:** March 24, 2015

# Rock Valley College

## RVC Board Policy 4:10.080

### Auditing A Course

The College permits students to enroll in credit courses on an audit basis, subject to space availability and applicable procedures. Students who audit a course may attend and participate in class but do not earn academic credit, and audited courses do not satisfy degree, certificate, or prerequisite requirements.

Students auditing a course are charged the same tuition and fees as students taking the course for credit, unless otherwise provided by College policy. Audited courses are not counted in determining enrollment status, academic progress, and do not affect the student's grade point average or academic honors.

Specific procedures governing auditing a course will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.090

### Student Financial Aid Program

The College administers federal, state, institutional, and private financial aid programs to promote student access to and persistence in higher education. Financial aid may include grants, loans, scholarships, veterans' educational benefits, and student employment opportunities.

The College will manage its financial aid programs in accordance with federal, state and local laws and regulations, including but not limited to Title IV of the Higher Education Act, as well as institutional policies and donor requirements. Eligibility for specific financial aid programs is determined by the rules of the funding source and by College procedures.

The Rock Valley College Foundation partners with the College to support and administer a privately funded scholarship program for eligible students.

Information about available financial aid programs, application procedures and deadlines, eligibility requirements, and standards of satisfactory academic progress will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.100

### Scholarships

Rock Valley College Foundation will develop and administer a privately funded scholarship program that provides support for eligible students.

Guidelines, eligibility and the application process for the Foundation's scholarships will be published by the College. Unless otherwise specified by the donor or program, scholarship awards are applied toward tuition, fees, and other allowable educational expenses in accordance with applicable financial aid regulations.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.110

### Military Service Personnel, Education Opportunities

The College recognizes and honors the service of members of the United States Armed Forces and veterans and is committed to supporting their educational goals. The College may waive residency requirements for degrees or certificates for eligible military personnel and veterans in accordance with Illinois law and ICCB regulations. Credits earned from other institutions may be applied toward an approved program of study as determined through the College's Office of Records and Registration.

If a student is called to active military duty and must withdraw from the College during a term, the College will work with the student to minimize adverse academic and financial consequences. Depending on the timing of the withdrawal and the student's progress in the course, options may include awarding full academic credit and a grade, granting an incomplete with an opportunity to complete the work later, or providing a full refund of tuition and eligible fees with no academic credit awarded.

Excused absences must be granted for students participating in short-term military obligations, including but not limited to annual training, weekend drills, or emergency state activations, in accordance with Illinois Public Act 103-0871. Reasonable academic accommodations such as rescheduling exam or permitting early or late submission of assignments shall be provided. Students will not be penalized for absences resulting from verified short-term military obligations.

To benefit from this Policy, the student must provide the Office of Records and Registration with a copy of the orders or official documentation requiring active duty service.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**



# RVC Board Policy 4:10.120

## Senior Citizen Tuition for Credit Classes

The College values lifelong learning and offers reduced tuition opportunities for eligible senior citizens enrolled in credit courses. In accordance with Illinois law and College policy, qualifying senior residents may enroll in credit courses at a reduced or waived tuition rate, subject to space availability and course prerequisites.

Specific age thresholds, fee structures, and eligibility criteria will be published by the College. Unless otherwise provided by law, senior citizens are responsible for payment of applicable fees, books, and supplies. This policy does not apply to non-credit seminars, non-credit programs, non-credit classes, or continuing education courses.

**Reference:** Board Report 6556; AR 314

**Implemented:** October 28, 2008

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:10.140

### Student Rights and Responsibilities

The College recognizes the rights of its students guaranteed by the constitutions of the United States and the State of Illinois. This includes a student's rights within the institution to freedom of expression, inquiry, assembly, peaceful pursuit of an education, and reasonable use of College services and facilities. Associated with these rights are the responsibilities of students for fulfilling their academic obligations and complying with existing College rules and regulations.

If student conduct is disruptive or interferes with College operations, educational programs or the safety and welfare of the College community, the College reserves the right to seek disciplinary action. The right of due process will be afforded in any disciplinary action taken against a student.

Procedures governing student rights and responsibilities will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.150

### Student Conduct

The College expects students to conduct themselves in a manner that demonstrates the College's core values. . Students are responsible for adhering to all College policies and procedures, as well as applicable local, state, and federal laws.

The College will maintain a Code of Conduct that defines behavioral expectations, identifies prohibited conduct, and establishes procedures to provide a fair and educational process for reviewing alleged misconduct.

The Code of Conduct applies to conduct that occurs on College premises, at off-campus instruction sites, at College-sponsored activities, and to off-campus conduct that materially and substantially interferes with the College's operation, educational programs or the safety and welfare of the College community.

Alleged violations of the Student Code of Conduct may result in a range of educational and disciplinary outcomes, up to and including suspension or expulsion, consistent with the severity and context of the behavior. The conduct process will be administered in a manner that is impartial, timely, and developmentally focused, with a goal of promoting accountability, learning, and restoration where appropriate. Students will be afforded procedural due process, including notice of alleged violations, an opportunity to be heard, and defined avenues for appeal, as set forth in the Student Code of Conduct.

The Student Code of Conduct will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.160

### Student Grievance Process

The College provides a process for students to seek review of concerns regarding alleged unfair, inconsistent, or improper application of College policies or practices, including but not limited to allegations of unjust or improper treatment by a College employee in an academic or non-academic context, other than matters addressed through separate procedures (such as discrimination, sexual misconduct, or grade appeals).

Specific procedures governing the Student Grievance Process will be published by the College. The procedure will outline the steps for filing a grievance, applicable timelines, levels of review, and the rights and responsibilities of the parties.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**



## RVC Board Policy 4:10.170

### Acceptable Use for Information Technology Systems - Students

Access to Rock Valley College Information Technology ("IT") resources (including, without limitation, networks, internet access, computer equipment, servers, computer applications, and phone systems) is a privilege conditioned on responsible, ethical, and lawful behavior consistent with College policies. The use of this technology is to support the mission of the College and is used for intended the College-related activities.

Students may use the College's IT resources, subject to the limitations of applicable state and federal laws as well as Board Policies 2:30.020 and 2:30.030 and related procedures.

The College reserves the right, consistent with applicable law and policy, to manage and monitor its IT resources, to protect network integrity and security, and to take action when misuse is suspected, including limiting, restricting, suspending, or revoking IT privileges and access to IT resources and pursuing disciplinary action under the Student Code of Conduct. Specific standards and procedures governing acceptable use are published by the College.

**References:** Board Report(s) 6612, 6611; AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.190

### Education Records

The College maintains educational records for students in accordance with the *Family Educational Rights and Privacy Act*, 20 U.S.C. §1232g et seq., applicable federal regulations, and the Administrative Rules of the Illinois Community College Board.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.200

### Intercollegiate Athletics

The College sponsors intercollegiate athletics programs that contribute to the educational growth of the students and enhances campus and student life. Participation is governed by College policies, the rules of relevant athletic conferences and associations, and applicable federal and state laws.

As an affiliate of the National Junior College Athletic Association (NJCAA), the College shall adhere to all applicable NJCAA rules and regulations, including those governing eligibility, recruitment, and conduct. The College shall comply with all data collection and reporting requirements of the *Equity in Athletics Disclosure Act*, 20 U.S.C. 7092(9).

The College will establish and maintain procedures that address eligibility standards, academic progress expectations for student-athletes, conduct requirements, health and safety protocols, and reporting obligations, and will publish relevant information for student-athletes, coaches, and staff in accordance with this Policy.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.210

### Recognized Student Clubs and Organizations

The College is committed to the formation and operation of student clubs and organizations that enhance the educational, cultural, and social experience of students and are consistent with the College's mission and values. Recognized student clubs and organizations are overseen by the College's Department of Student Life.

Information about forming and maintaining student clubs and organizations, including processes and procedures, will be published by the College. The College may suspend or revoke recognition of a student organization that fails to comply with College policies or procedures.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.220

### Student Publications

The College supports student expression through College-sponsored or authorized publications and media.

All College-sponsored and/or authorized student publications must operate in a professional manner and are expected to follow the standards of professional journalism. The College may sponsor student publications in the form of work space, partial or total funding, and/or designation of an advisor. The designated advisor will be responsible for overseeing student publications including compliance with applicable laws and College policies, but do not serve as censors of protected student expression.

Student publications and staff are subject to the Student Code of Conduct and other applicable policies, including those governing harassment, discrimination, and intellectual property. Procedures addressing the governance, funding, and oversight of student publications will be established and published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.230

### Student Use of Facilities

The College permits reasonable use of College facilities by College-recognized student clubs and organizations, and by other individual students and student groups.

Use of facilities is subject to the procedures published by the College's Departments of Student Life and Administrative Services and in compliance with College policies and procedures.

The College may place reasonable time, place, and manner restrictions on the use of facilities to ensure the orderly operation of the College and to protect the safety of the campus community.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.240

### Student Use of Personal Vehicle for College-Sanctioned Travel

The College may authorize students to use personal vehicles for College-sanctioned travel when such travel is necessary to participate in approved College activities and College vehicles are unavailable or impractical.

This includes travel to any of the following in which they directly represent the College by their presence:

1. Professional meetings to which students are invited.
2. Programs in which students are assisting with the administration or implementation of the approved College program.
3. Intercollegiate sporting events which have official N4C recognition and/or receive direct/indirect (in kind) appropriations from the College operations budget.
4. Meetings of student clubs and/or classes that have classroom-related activities or carry the name of the College or receive direct appropriations from the College operations budget.

College-sanctioned use of personal vehicles by students will not be granted until the administrator, faculty or staff member to whom the students are responsible officially submits the following information to the Vice President of Student Affairs (or designee):

1. The exact nature of the College business in which the students will be involved;
2. The name of the driver and the other students who will be traveling in the personal vehicle;
3. Verification that the student driver is driving a fully insured vehicle;
4. The dates of the trip, the destination, and the time of departure from and return to the College;
5. The budget item number from which the student driver will be reimbursed at the Board approved rate; and
6. Evidence that the driver of the car has received clearance from the Chief of Police.

The Vice President of Student Affairs (or designee) must receive this information prior to the proposed trip and will give written permission for the trip to the appropriate administrator, faculty, or staff member.

Student drivers are responsible for operating their vehicles safely, in compliance with traffic laws,

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## **RVC Board Policy 4:10.240**

and for maintaining required insurance coverage. Authorization for College-sanctioned travel in personal vehicles may be denied, limited, or revoked if safety concerns or noncompliance with procedures are identified. The College will publish procedures implementing this policy, including approval processes, documentation requirements, and reimbursement practices.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:10.250

### Student Individual and Group Travel

The College may sponsor or approve domestic and international travel opportunities for students, including individual and group travel associated with academic programs, study abroad, service learning, student organizations, and intercollegiate activities. The College's group travel programs will operate in accordance with all Board policies, administrative procedures and state, federal, and international laws.

Procedures and guidelines for student group travel will be published by the College.

Students participating in College-sponsored or approved travel remain subject to the Student Code of Conduct and all other applicable College policies. Violations of policy during travel may result in disciplinary action and, where appropriate, early termination of participation in the travel experience at the student's expense.

**References:** Board Report 6696, 6876, AR 314

**Implemented:** March 23, 2010; April 24, 2012; April 8, 2014

**Revised:** April 8, 2014

## RVC Board Policy 4:10.260

### Cultural Excellence and Belonging

Rock Valley College is committed to creating and sustaining a healthy, inclusive and accessible campus environment where all learners can make progress towards their educational and career goals.

Therefore, the College shall establish initiatives, measures, programs, procedures, and curriculum to advance excellence and belonging for students, staff, faculty, administration, vendors and contractors, and other community partners.

**Reference:** Board Report 7763

**Implemented:** October 27, 2020

**Revised:**

# Rock Valley College

## RVC Board Policy 3:10.270 (Employees)

## RVC Board Policy 4:10.270 (Students)

### Service and Other Animals Policy

It is the policy of Rock Valley College to ensure that all individuals with disabilities who require the assistance of a service animal have an equal opportunity to access College property, courses, programs, and activities. The College Administration shall establish Procedures implementing this Policy.

Except as set forth in the Procedures implementing this Policy, service animals will be permitted to accompany individuals with disabilities in all public areas of the College. For purposes of this Policy, "service animal" is defined as set forth in the Americans with Disabilities Act ("ADA"). The support provided by the service animal must be directly related to the individual's disability. Service Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under this Policy.

Service animals must be under the control of the handler at all times. Service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents the use of these devices or unless these devices interfere with the service animal's safe and effective performance of the tasks it has been trained to perform. In such cases, the individual must still maintain control of the service animal by means of voice, signal, or other effective controls.

Students in need of a service animal on campus must contact Disability Support Services to request and manage their accommodations, including the need for a service animal on campus. Employees in need of a service animal on campus must contact Human Resources to request a reasonable accommodation allowing the presence of a service animal in the workplace.

Animals that do not satisfy the above criteria are strictly prohibited from all Rock Valley College property.

The College reserves the right to remove and/or exclude any service animals from College property for legitimate and legally permissible public health or safety reasons.

In implementing this Policy, Rock Valley College complies with the Americans with Disabilities Act of 1990 (ADA), the Americans with Disabilities Amendments Act of 2008 (ADAAA), Section 504 of the Rehabilitation Act of 1973, the Service Animal Access Act/White Cane Law, and all other federal and State laws pertaining to service animals and/or accommodations for individuals with disabilities.

**Reference:** BR 7783- January 26, 2021; BR 7788- February 23, 2021

**Implemented:** February 23, 2021**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.010

### Academic Integrity

The College is committed to the principles of academic integrity in all aspects of College life. Furthermore, the College expects its students to uphold the highest standards of honesty in all academic work including: producing their own, original work, except when collaboration on projects is directed by faculty as part of the course or specific assignment. Acts of academic dishonesty are viewed by the College as a serious offense requiring an appropriate disciplinary response.

As members of the College community, students are expected to refrain from academic dishonesty in all forms including cheating, plagiarism or other improper appropriation of another's work as one's own, and falsifying records to advance one's academic standing, all as further defined in the College Catalog and the Student Handbook which also set out procedures which will be followed to address and impose consequences for academic dishonesty when it is determined to have occurred.

Procedures for reporting, reviewing, and resolving alleged academic misconduct, including any appeal processes, will be published by the College as further defined within the College Catalog and Student Handbook.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.020

### Intellectual Property and Copyright Act Compliance

The College encourages students to engage in the development of intellectual property and to facilitate ownership protection with regard to such development. The College further expects students to adhere to the federal Copyright Act of 1976, international copyright laws, and College copyright procedures and guidelines.

College administration will implement and maintain copyright procedures and guidelines necessary to ensure compliance with copyright laws and to facilitate ownership protection with respect to the development of intellectual property.

Liability for willful infringement of copyright law rests solely upon the person in violation. This procedure is applicable to students who are employees,. Students who engage in copyright infringement may also be subject to disciplinary action through the College's applicable discipline policy.

Students who create works on their own time, and without the use of substantial College resources or financial support, own those works. The College shall not claim ownership of intellectual property created, unless the work involved was created in the course of employment; commissioned by the College; or created, developed, or produced with substantial College resources or financial support. In such instances, the rights of the creators and of the College shall be defined by Agreement prior to the commencement of the project.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.030

### Class Attendance and Participation

Regular and consistent class attendance is an essential part of successful learning for students. Students are expected to promptly attend scheduled class meetings, arrive prepared and on time, and engage in learning activities as required by the course. Course syllabi will outline attendance and participation expectations, including how absences and late work may affect grades.

Students are responsible for informing instructors promptly of unavoidable absences and for making arrangements to complete missed work when permitted. Each course instructor has discretion to decide when and how absences affect grades. Make-up work shall be arranged at the discretion of the course instructor.

Course instructors are required to identify students who are and who are not actively pursuing completion of the course in the tenth day of the term and at mid-term in compliance with the Administrative Rules of the Illinois Community College Board.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:20.040

### Course Credit Hour Determination

The College assigns credit hours to courses in a manner that reflects a consistent measure of student work and learning outcomes, regardless of instructional method or course length, and in accordance with federal regulations and the Administrative Rules of the Illinois Community College Board.

The College defines one semester credit hour as an amount of work that reasonably approximates, but is not limited to, the federal standard for credit hours, which may include a combination of direct instruction and out-of-class student work. For courses offered in alternative formats, such as hybrid, online, or accelerated terms, the total amount of student work required will be equivalent to that of a traditional semester-length course with the same credit hour value.

Academic Affairs, under the leadership of the Chief Academic Officer, will maintain procedures for reviewing and approving credit hours assigned to courses as part of curriculum development, syllabus review, and program review processes. All courses will be developed and reviewed to ensure that the credit hours awarded are consistent with College standards, ICCB rules, and applicable accreditation criteria.

**Reference:** Board Report 7066; AR 314

**Implemented:** December 17, 2013

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:20.050

### Evaluation of Student Performance

The College will maintain an equitable process for course instructors to evaluate and record student performance which is compliant with applicable accreditation standards. Grading and evaluation standards will be communicated to students by course instructors through syllabi. This policy will be applied consistently with the College's collective bargaining agreement obligations.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.060

### Academic Honors

The College recognizes students who demonstrate high levels of academic achievement. In recognition of academic excellence, the College will ensure a means by which to honor students for their superior achievement.

The manner in which superior academic achievement will be recognized and any categories of academic honors will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.070

### Standards for Academic Progress

The College is committed to student success. Students enrolled in an academic program must maintain minimum academic achievement standards. Standards for academic achievement are published by the College.

A student whose academic performance is below the acceptable standard will be placed on academic probation. A student who fails to progress toward satisfactory academic achievement may be dropped.

Satisfactory academic progress may be defined by grade point average and/or credit courses completed in relation to courses attempted.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.080

### Academic Appeals

The College provides students with an opportunity to seek review of certain academic decisions, including final course grades and sanctions for academic misconduct, when the student believes that a decision was made in an arbitrary, capricious, or inconsistent manner or not in accordance with stated course standards or College policy.

The Academic Appeals Procedure published by the College will outline the grounds for appeal, submission requirements, timelines, levels of review, and final decision-making authority.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.090

### Academic Forgiveness

The College recognizes the challenges of pursuing a College education. The College will provide a one-time academic forgiveness process for eligible students who demonstrate a serious intent to continue academic studies.

Under Academic Forgiveness, a student who meets eligibility criteria may request that one or more prior terms of coursework, completed during a defined period, be excluded from the calculation of the student's cumulative grade point average for academic standing purposes.

Courses and grades approved for Academic Forgiveness will remain on the student's transcript but will be clearly noted as forgiven and will not be included in the institutional GPA calculation.

If a student is granted Academic Forgiveness, he or she may file an appeal to remove the hours/grade from the Standards of Academic Progress calculation for financial aid. Further, Academic Forgiveness does not guarantee financial aid eligibility or affect academic progress calculations required by external agencies or other institutions.

Specific procedures governing Academic Forgiveness eligibility will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.100

### Course Repetitions

The College permits students to repeat courses in accordance with College policy and Illinois Community College Board rules. Students may wish to repeat a course to improve their understanding of the subject matter, raise a grade, or meet requirements for a specific program; however, limitations may apply based on academic, financial aid, or state-funding considerations.

When a course is repeated at Rock Valley College, the highest grade earned will generally be used in calculating the student's cumulative grade point average, although all attempts will remain on the transcript. The College may limit the number of times a course can be repeated, and certain courses may be excluded from repetition or may require special approval to repeat.

In instances where State reimbursement is not available for repeated coursework, the College may assess a supplemental tuition or fee for the repeated course. The College will publish specific procedures governing course repetitions, including the impact on GPA, financial aid, and degree or certificate requirements.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

## RVC Board Policy 4:20.110

### Graduation Requirements

The College will establish and publish requirements for degrees and certificates in accordance with units of instruction approved by the Illinois Community College Board and Illinois Board of Higher Education.

**Reference:** Board Report 6563; AR 314

**Implemented:** December 16, 2008

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:20.120

### CAREER Agreement

The College participates in the Comprehensive Agreement Regarding the Expansion of Educational Resources ("CAREER Agreement"), a cooperative agreement with Illinois institutions of higher education that expands program access for students.

Under the CAREER Agreement, eligible in-district students may enroll in approved programs at another participating community college when the College does not offer the desired program, and pay tuition at the receiving institution's in-district rate. The receiving institution collects tuition and fees and may claim state apportionment for such students, as permitted by ICCB rules.

The College may also participate in other cooperative agreements or consortia that facilitate access to educational programs not otherwise available to Rock Valley College students. The College will publish procedures and eligibility criteria for students seeking to participate in the CAREER Agreement or other cooperative program arrangements.

**Reference:** Board Report 6911; AR 314

**Implemented:** June 26, 2012

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:20.130

### Religious Observance

The College recognizes and respects the diversity of religious beliefs and practices of its students in accordance with the *University Religious Observances Act*, 110 ILCS 110/0.01 et seq.

The College will reasonably accommodate the religious observance of individual students in regard to admissions, class attendance, and the scheduling of examinations and work requirements.

Students who anticipate being absent from class, examinations, or other academic obligations due to a religious observance are responsible for notifying their instructor(s) in advance so that reasonable accommodations can be made by the instructor. Reasonable accommodations may include, but are not limited to, reschedule an exam or assignment, permitting a student to attend another section of the same course for a class period, or other reasonable accommodations. Instructors are not responsible for teaching material again. Instructors will inform students of this practice at the beginning of each semester so that arrangements can be made accordingly.

**Requirement of Advance Notification:** Advanced notice of intended absence for major religious observance is required in order to ensure appropriate accommodations may be made. Students must notify instructors through the Dean of Students Office at least five school days prior to the absence for religious observance.

**Grievance Procedures:** A student who believes they have not received reasonable accommodation for religious observance may contact the Dean of Students in accordance with this policy. The Dean of Students will work with the student, the instructor, and appropriate academic administrator(s) to address the concern.

**Reference:** Board Report 6990; AR 314

**Implemented:** April 2, 2013

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:20.140

### Administrative Withdrawal

The College may withdraw a student from a course when an instructor determines that the student is not actively pursuing completion of course objectives as established by their instructor. Students also may be withdrawn by the College for disciplinary reasons or extenuating circumstances.

Specific procedures governing administrative withdrawal will be published by the College.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:20.150

### Withdrawal from Class

The College will permit students to voluntarily withdraw from a class subject to appropriate limitations and guidelines published by the College. Students shall be responsible for withdrawing from courses they are no longer attending. Specific procedures governing voluntary withdrawal from class will be published by the College.

**In compliance with the Illinois Student Debt Assistance Act (110 ILCS 66/20), the College has established a hardship withdrawal process for extenuating circumstances, i.e., medical or financial. The College will provide additional guidelines for students seeking to withdraw from a class due to an unforeseen hardship which requires a student to withdraw from, or be withdrawn from, a class or classes. In these situations, the College will request supporting documentation.**

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.010

### Non-Discrimination

The College provides equal opportunities in its admissions, educational and extracurricular programs and activities consistent with federal and state law. Discrimination is prohibited on the basis of race, color; religion, national origin, ancestry, citizenship status, sex, age, physical or mental disability, marital status, order of protection status, sexual orientation, including but not limited to gender related identity discrimination, pregnancy, reproductive health decisions, veteran status, or unfavorable military discharge, use of lawful products while not at work, genetic information, or other legally protected categories.

This policy of equal educational opportunities applies to all policies and procedures. This policy governs admission, access, participation, and treatment in College programs and activities, and application for and treatment in all aspects of educational and extracurricular programs and activities.

Upon request RVC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would create an undue hardship.

Individuals who believe they have not received equal educational opportunities or with questions about any type of discrimination in the educational setting should bring these concerns to the attention of the Vice President of Student Affairs (or designee). Students may raise concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to the appropriate disciplinary action, up to and including expulsion or termination.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Commented [EB1]:** If not already considered, removal and placement in a place applicable to all college operations

**Commented [JP2R1]:** It does appear that we already consolidated these provisions in 2:10.130 and 2:10.120..

**Deleted:** Development

**Commented [TH3]:** 042426 we agree with the recommendation to remove the policy and have one central policy for everyone (2:10.130)

**Deleted:** Adopted

# Rock Valley College

## Prohibiting Sex-Based Misconduct

### I. Policy Statement

The College is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct on the basis of sex, which includes sexual orientation, gender-related identity and expression, pregnancy, and other protected characteristics related to sex under federal, state, or local law. The College prohibits all forms of sex-based misconduct, including, but not limited to, sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of protected characteristics under its Non-Discrimination-Students Policy and Equal Employment Opportunity Policy.

It is the policy of the College to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Employees or students found to have engaged in prohibited misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College. Contractors, visitors, and any other third parties found to have engaged in prohibited misconduct will be addressed in accordance with the authority of the College in the context of the relationship of the third-party to the College.

### II. Title IX Compliance

As required under Title IX and its implementing regulations, the College does not discriminate on the basis of sex and prohibits sex discrimination in the education programs and activities that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the Dean of Students and Director of Employee Relations as the Title IX Coordinator(s), who are responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R Part 106 may be directed to the College's Title IX Coordinator(s), the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

### III. Retaliation Prohibited

Retaliation, including intimidation, threats, coercion, adverse educational or employment actions, or discrimination against any person because they have, in good faith, reported or disclosed alleged discrimination, filed a complaint, or otherwise participated or declined to participate in an investigation into allegations of discrimination, is strictly prohibited.

### Implementing Procedures

The College will establish, maintain and publish procedures implementing this Policy, which set

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**Commented [EB4]:** Same changes as were proposed under Article 3 section - please review the comments from the Article 3 documents including removal from this section and placing in applicable to all college operations section

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**Deleted:** of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its

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**Deleted:** Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any

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person cooperating in the investigation of allegations of sex-based misconduct (including testifying, assisting or participating in any manner in an investigation), is strictly prohibited.¶

# Rock Valley College

forth:

- The application and scope of the College's prohibition on sex-based misconduct;
- Definitions of prohibited conduct and a definition of consent;
- Responsibilities of and contact information for the College's Title IX Coordinator(s) and Department of Human Resources
- Rights and options for assistance by the College, law enforcement, a medical facility, or a crisis center following an incident of sex-based misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against an elected official;
- Responsibilities of College employees with regard to reporting, forwarding, and/or keeping confidential allegations of discrimination, as applicable;
- The College's response to reports of alleged sex-based misconduct;
- The College's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Potential sanctions that may be imposed following the implementation of the College's grievance procedures and limits on those sanctions;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator(s), Department of Human Resources, campus law enforcement, Responsible Employees and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other sex-based misconduct, or involved in the referral or provision of services to survivors.

**Reference:** BR 6109- October 28, 2003; BR 6329- April 4, 2006; BR 6924- August 29, 2012; AR 314- April 8, 2014; BR 7318- July 26, 2016; BR 7325- August 23, 2016; BR 7493- March 27, 2018; BR 7770- November 24, 2020

**Implemented:** August 29, 2012 (3:10.020) April 8, 2014 (4:10.020)

**Revised:** April 8, 2014 (3:10.020); August 23, 2016; March 27, 2018; November 24, 2020

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**Commented [TH5]:** 042426 we agree with the recommendation to remove the policy and have one central policy for everyone (2:10.035)

**Deleted:** Board Report(s) 6924, 7318, 7325, 7493, 7770...

# Rock Valley College

## RVC Board Policy 4:10.030

### Student Admissions

The College has maintains an open admissions policy that provides postsecondary education consistent with the Illinois Public Community College Act and Illinois Community College Board (ICCB) requirements. The College will admit applicants who demonstrate interest in taking classes, regardless of their past academic performance, the opportunity to do so subject to space limitations and any program-specific admission criteria.

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Admission by the College does not guarantee entrance into a particular course or program of study. Certain program may have additional academic, placement, health, or background requirements, and may be subject to selective or limited enrollment. Program-specific admission requirements will be published by the College.

Priority enrollment for all degree and certificate programs shall be provided to a service member or veteran as defined in Section 3-29.10 of the *Illinois Public Community College Act*, after the student's eligibility to receive such benefits has been verified.

Consistent with the College's Non-Discrimination Policy, Policy 2:10.130, the College will not discriminate in the admission or recruitment of students. Information regarding the admissions process, including procedures, deadlines, and documentation requirements, will be communicated to students through the College's website and other official publications.

**Deleted:** 3:00.000

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** Information on the admissions process will be communicated to students through various means including the College's website.¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.040

### Student Residency

~~The College will classify the residency of students enrolling in accordance with the Illinois Public Community College Act, 770 ILCS 805/3 et seq., and the Administrative Rules of the Illinois Community College Board (ICCB). Residency status is used to determine applicable tuition rates and certain eligibility criteria.~~

~~Students are responsible for establishing and documenting their residency status. The College will maintain procedures for student residency status classification, verification, and appeals consistent with the ICCB regulations.~~

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

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# Rock Valley College

## RVC Board Policy 4:10.050

### International Students

The College welcomes students from outside the United States. The College will admit and enroll eligible international students in accordance with federal regulations governing non-immigrant students. The College will assist international students seeking to study at the College on an F-1 Visa.

A student whose permanent residence is outside of the United States and is attending the College on a visa shall be classified as an out-of-state student for tuition purposes, unless the student qualifies for a specific residency exception recognized by statute, ICCB rules, or College policy.

Information regarding international specific admission requirements, procedures, and deadlines will be published on the College's website and in other official publications.

**Reference:** Board Report 6234; [AR 314](#)

**Implemented:** February 22, 2005

**Revised:** April 8, 2014

**Commented [JP6]:** Do we use this term because they are on a student visa. What about an international student seeking a green card?

**Commented [EB7R6]:** "Nonimmigrant" is the immigration-law term for people admitted to the U.S. temporarily for a specific purpose—like study—rather than to live here permanently, which is what "immigrant" status is for.

**Commented [EB8R6]:** Student classifications like F-1 and M-1 are expressly defined as **nonimmigrant student** categories in federal regulations, meaning the person is here to study for a limited period under specific conditions, not to immigrate.

**Deleted:** Coordinator of International Students

**Commented [TH9]:** 04202626We still offer live in guest status. Are there any concerns with us continuing to offer live in guest status?

**Commented [EB10R9]:** The proposed edits are not intended to eliminate or restrict the practice itself, but rather to remove detailed operational language from Board policy and retain flexibility to adjust elements as needed.

**Commented [EB11R9]:** Can add back in, "The College has a Live-In guest status for students with F-1 visas, under which eligible students residing with a District 511 resident may be classified as in-District for tuition purposes, in accordance with applicable College procedures."

**Deleted:** has Live-In guest status with a resident of District 511. Live-In guest status is offered to students with F-1 visas only. International students who are classified as in-District students with Live-In guest status for tuition purposes shall be assessed a \$500 per semester fee to help offset the services provided to said students.

**Deleted:** S

**Deleted:** which apply to international students

**Deleted:** by

**Deleted:** in the catalog and on the website among other locations .

# Rock Valley College

## RVC Board Policy 4:10.060

### Academic and Career Placement

The College is committed to supporting students in achieving their academic and career goals by placing them into courses that align with their current skills and preparation. The College requires new degree-seeking students, and other students as designated, to demonstrate placement levels in key disciplines through approved placement measures prior to registration. Students may also be required to take career- related placement tests to determine eligibility for selective-enrollment College programs or courses.

Placement may be determined by using a combination of standardized test scores, high school coursework and grades, prior college credit, transitional courses, and/or College placement assessments, consistent with ICCB guidelines and College procedures. The College may also require additional placement or aptitude assessments for selective or limited-enrollment programs.

Students may be eligible for waivers or exemptions from certain placement assessments by submitting proof of competency in a discipline as determined by the College. Information on placement requirements, methods, waivers, and retesting will be communicated to students through the College's website and other official publications.

As a member of the National College Testing Association, the College provides professional, accessible testing services in a secure and appropriate environment in order to advance the educational and career status of current students and district residents.

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** Testing for

**Commented [TH12]:** 041526 Not all measures are testing, we recommend taking "testing" out of the title to reflect this

**Commented [EB13R12]:** Agree

**Deleted:** the

**Deleted:** success of its students. To promote such success, new students enrolling in credit classes are required to complete placement testing

**Deleted:** New students

**Deleted:** able to obtain a

**Deleted:** of one or more

**Deleted:** tests

**Deleted:** testing and

**Deleted:** of testing

**Deleted:** various means including the College's website.

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.070

### Student Classification

For purposes of enrollment status, The College classifies students as follows:

- **Full-Time Student:** A full-time student is enrolled in twelve (12) or more semester credit hours of course work in the fall, spring, or summer term. For the summer term, enrollment across summer session I and summer session II is combined to determine full-time status.
- **Part-Time Student:** A part-time student is enrolled in one (1) to eleven (11) semester credit hours during a term.
  - **Less Than Half-Time Student:** A student enrolled in less than six (6) semester credit hours of course work during a term is considered less than half-time.

The College may use these classifications for determining eligibility for certain programs, services, and benefits, and will apply them consistent with applicable federal and state regulations.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:** March 24, 2015

**Commented [TH14]:** 043026Are these definitions for Financial Aid purposes? If so, it seems there is conflict between part time (6-11 credit hours) and less than half time (1-5).

**Commented [EB15R14]:** In reviewing the original policy, it appears that all students enrolled in 1–11 credit hours are treated as part-time, with an additional distinction for those enrolled in fewer than 6 credit hours as "less than half-time" students. To preserve that structure and avoid creating an apparent conflict, I recommend nesting "Less Than Half-Time Student" as a sub-bullet under "Part-Time Student." That way, all 1–11 credit hour students remain classified as part-time for general enrollment purposes, while the subset enrolled in fewer than 6 credit hours is clearly identified as less than half-time for any applicable program or regulatory requirements.

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S

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**Deleted:** or more during

**Deleted:** s shall be considered full-time. T

**Deleted:** consists of

**Deleted:** The total amount of semester hours taken in summer I and summer II will determine the enrollment classification for the summer term.

**Deleted:** ¶

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¶

<object>Students enrolled

**Deleted:** (I-II)

**Deleted:**

**Deleted:** of course work during the fall, spring or summer terms shall be considered part-time.

**Deleted:** S

**Deleted:** s

**Deleted:** any

**Deleted:** shall be

**Deleted: Adopted:** April 8, 2014¶

**Revised:**

# Rock Valley College

## RVC Board Policy 4:10.080

### Auditing A Course

~~The College permits students to enroll in credit courses on an audit basis, subject to space availability and applicable procedures. Students who audit a course may attend and participate in class but do not earn academic credit, and audited courses do not satisfy degree, certificate, or prerequisite requirements.~~

~~Students auditing a course are charged the same tuition and fees as students taking the course for credit, unless otherwise provided by College policy. Audited courses are not counted in determining enrollment status, academic progress, and do not affect the student's grade point average or academic honors.~~

Specific procedures governing auditing a course will be published by the College.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted:** S

**Deleted:** may apply with the Records and Registration Office to audit a course. Auditing students pay full tuition and fees as enrolled.

**Deleted:** ¶

**Deleted:** A student auditing a course will not be considered enrolled in that course for purposes meeting standards of academic progress. Grades received in audited classes earn no credit and do not affect the ...

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.090

### Student Financial Aid Program

The College administers federal, state, institutional, and private financial aid programs to promote student access to and persistence in higher education. Financial aid may include grants, loans, scholarships, veterans' educational benefits, and student employment opportunities.

The College will manage its financial aid programs in accordance with federal, state and local laws and regulations, including but not limited to Title IV of the Higher Education Act, as well as institutional policies and donor requirements. Eligibility for specific financial aid programs is determined by the rules of the funding source and by College procedures.

The Rock Valley College Foundation partners with the College to support and administer a privately funded scholarship program for eligible students.

Information about available financial aid programs, application procedures and deadlines, eligibility requirements, and standards of satisfactory academic progress will be published by the College.

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** will

**Moved (insertion) [1]**

**Deleted:** The program may consist of

**Deleted:** work

**Deleted:** consistent

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**Deleted:** to students to encourage access to educational opportunities.

**Moved up [1]:** The program may consist of grants, loans, scholarships, veteran benefits, and work opportunities.¶

**Deleted:** College, with the assistance of the

**Deleted:** , will develop and

**Commented [EB16]:** Consider removal since the next board policy is regarding scholarships through the Foundation specifically

**Commented [JP17R16]:** Agree. Keep comment box noting that recommendation.

**Deleted:** that provides support

**Deleted:** ¶  
The financial aid programs available to students and eligibility requirements will be published by the College.¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.100

### Scholarships

Rock Valley College Foundation will develop and administer a privately funded scholarship program that provides support for eligible students.

Guidelines, eligibility and the application process for the Foundation's scholarships will be published by the College. Unless otherwise specified by the donor or program, scholarship awards are applied toward tuition, fees, and other allowable educational expenses in accordance with applicable financial aid regulations.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Commented [EB18]:** Consideration of putting this with the previous policy?

**Commented [TH19R18]:** Thank you we prefer to keep it separate so that students with questions go directly towards the foundation and it isn't confused with financial aid/college

**Commented [TH20]:** The college doesn't administer scholarships, the foundation provides these individually. We would like to remove the college itself

**Deleted:** The College, with the assistance of the

**Deleted: Adopted:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:10.110

### Military Service Personnel, Education Opportunities

The College recognizes and honors the service of members of the United States Armed Forces and veterans and is committed to supporting their educational goals. The College may waive residency requirements for degrees or certificates for eligible military personnel and veterans in accordance with Illinois law and ICCB regulations. Credits earned from other institutions may be applied toward an approved program of study as determined through the College's Office of Records and Registration.

If a student is called to active military duty and must withdraw from the College during a term, the College will work with the student to minimize adverse academic and financial consequences. Depending on the timing of the withdrawal and the student's progress in the course, options may include awarding full academic credit and a grade, granting an incomplete with an opportunity to complete the work later, or providing a full refund of tuition and eligible fees with no academic credit awarded.

Excused absences must be granted for students participating in short-term military obligations, including but not limited to annual training, weekend drills, or emergency state activations, in accordance with Illinois Public Act 103-0871. Reasonable academic accommodations such as rescheduling exam or permitting early or late submission of assignments shall be provided. Students will not be penalized for absences resulting from verified short-term military obligations.

To benefit from this Policy, the student must provide the Office of Records and Registration with a copy of the orders or official documentation requiring active duty service.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

RVC is an equal opportunity educator and employer.

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Deleted: may be waived

Deleted:

Commented [TH21]: 043026 How does the law give us authority to waive residency requirements?

Commented [EB22R21]: Under federal law, 38 U.S.C. § 3679(c) (VACAA) requires public institutions to charge in-state tuition to "covered individuals," including veterans, active-duty service members, and eligible dependents or transferees using specified VA education benefits who reside in Illinois. Illinois law likewise authorizes and requires community colleges to treat qualifying service members, veterans, and VA-benefit users as in-district (or at least in-state) for tuition: 110 ILCS 805/6-4; 110 ILCS 805/6-4a; 23 Ill. Admin. Code § 1501.505. In short, for these covered categories, we must waive usual residency differentials and apply in-district or in-state rates as those provisions specify.

Deleted: by the Office of Records and Registration.

Deleted: as arranged through the Office.¶

Commented [EB23]: Harper 05.09.01

In accordance with Section 3-26.5 of the Public Community College Act (110 ILCS 805/3-26.5), the College shall allow a currently enrolled student who is called to active military service to complete any unfinished courses at a later date at no additional charge, unless course credit has already been given or the student received a full refund upon withdrawing from the course, in which case the student's record shall reflect that the withdrawal is due to active military service. Such a student shall be given priority over other students in reenrolling in the course or courses.

Deleted: s

Deleted: after the midpoint of the term due to military duty with the armed services of the United States. [1]

Deleted: for each course the student is registered. In order to receive full academic credit, the instructor must receive a copy of the orders or official documentation requiring active duty service. [2]

Deleted: all

Deleted: paid and

Deleted: will be

Commented [TH24]: 041726 We recommend adding this paragraph to distinguish between long term and short term absences. [3]

Commented [EB25R24]: Agreed

Deleted: should

Deleted: submit a copy of the notice and/or orders calling for military duty to the Office.

Deleted: Adopted: April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.120

### Senior Citizen Tuition for Credit Classes

The College values lifelong learning and offers reduced tuition opportunities for eligible senior citizens enrolled in credit courses. In accordance with Illinois law and College policy, qualifying senior residents may enroll in credit courses at a reduced or waived tuition rate, subject to space availability and course prerequisites.

Specific age thresholds, fee structures, and eligibility criteria will be published by the College. Unless otherwise provided by law, senior citizens are responsible for payment of applicable fees, books, and supplies. This policy does not apply to non-credit seminars, non-credit programs, non-credit classes, or continuing education courses.

**Reference:** Board Report 6556; [AR 314](#)  
**Implemented:** October 28, 2008  
**Revised:** April 8, 2014

**Commented [EB26]:** Harper: 05.05.01 Senior Citizen Tuition In-district residents who are age 65 or older, are eligible to enroll in credit courses on a tuition-free basis during the three-day period prior to the first day of the class section in which enrollment is desired, provided that the class section has sufficient minimum enrollments at the regular tuition rate to meet the cost to the College of delivering the course.

**Commented [TH27]:** 043026 Does the law determine the specific age? If so, we want to use that to guide what we offer. President recommendation to give free tuition to all those who are 60 or 62 and older. Please advise

**Commented [EB28R27]:** The Senior Citizens Courses Act (110 ILCS 990) defines a "senior citizen" as any person **65 years** or older **whose annual household income is less than** the threshold amount provided in the Senior Citizens and Persons with Disabilities Property Tax Relief Act (currently: less than 33,562 dollars for a one-person household, less than 44,533 dollars for a two-person household, and less than 55,500 dollars for a household of three or more persons).

Under this Act, public institutions of higher education, must permit qualifying senior citizens to enroll in regularly scheduled credit courses without payment of tuition, on a space-available basis; however, the statute expressly allows institutions to continue charging non-tuition fees (e.g., registration or course fees).

The law provides a **minimum level of benefit**; it does not restrict the College from being more generous. The Board may extend tuition waivers or discounts to individuals younger than 65, or from waiving some or all fees, so long as the College continues to honor the statutory entitlement for those 65 and older who meet the income criteria.

#### Moved (insertion) [2]

**Deleted:** Resident students between 62-64 years of age at the time of registration are eligible for a reduced tuition rate of \$25 per credit hour for credit classes. Resident students who are 65 years of age or older at the time of registration are eligible for free tuition for credit classes. Any student fees are still applicable to said students.¶

**Moved up [2]:** This policy does not apply to non-credit seminars, non-credit programs, non-credit classes, or continuing education courses.¶



## RVC Board Policy 4:10.140

### Student Rights and Responsibilities

The College recognizes the rights of its students guaranteed by the constitutions of the United States and the State of Illinois. This includes a student's rights within the institution to freedom of expression, inquiry, assembly, peaceful pursuit of an education, and reasonable use of College services and facilities. Associated with these rights are the responsibilities of students for fulfilling their academic obligations and complying with existing College rules and regulations.

If student conduct is disruptive or interferes with College operations, educational programs or the safety and welfare of the College community, the College reserves the right to seek disciplinary action. The right of due process will be afforded in any disciplinary action taken against a student.

Procedures governing student rights and responsibilities will be published by the College.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.150

### Student Conduct

~~The College expects students to conduct themselves in a manner that demonstrates the College's core values. Students are responsible for adhering to all College policies and procedures, as well as applicable local, state, and federal laws.~~

The College will maintain a Code of Conduct ~~that defines behavioral expectations, identifies prohibited conduct, and establishes procedures to provide a fair and educational process for reviewing alleged misconduct.~~

~~The Code of Conduct applies to conduct that occurs on College premises, at off-campus instruction sites, at College-sponsored activities, and to off-campus conduct that materially and substantially interferes with the College's operation, educational programs or the safety and welfare of the College community.~~

~~Alleged violations of the Student Code of Conduct may result in a range of educational and disciplinary outcomes, up to and including suspension or expulsion, consistent with the severity and context of the behavior. The conduct process will be administered in a manner that is impartial, timely, and developmentally focused, with a goal of promoting accountability, learning, and restoration where appropriate. Students will be afforded procedural due process, including notice of alleged violations, an opportunity to be heard, and defined avenues for appeal, as set forth in the Student Code of Conduct.~~

~~The Student Code of Conduct will be published by the College.~~

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** S

**Deleted:** are expected

**Deleted:** I

**Deleted:**

**Deleted:** of mutual respect, excellence, diversity, collaboration, innovation, public trust, and learner-centered community

**Deleted:** for students to conduct themselves in a manner consistent with these core values and the College's operation as an educational institution.

**Deleted:** c

**Deleted:** The College may seek disciplinary action against students for violations of College rules and regulations for conduct, including the standards of student conduct as set forth in the Code of Conduct.¶

¶  
Sanctions may be imposed for conduct which occurs on College premises, at off-campus instruction sites, at College-sponsored extracurricular activities or events when a student serves as a representative of the College, or in the course of using College technology or property. Sanctions may also be imposed for conduct that occurs on or off campus which materially and substantially interferes with the College's operation, educational programs or the safety and welfare of the College community.¶

¶  
The right of due process will be afforded in any disciplinary action taken against a student.¶  
¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.160

### Student Grievance Process

The College provides a process for students to seek review of concerns regarding alleged unfair, inconsistent, or improper application of College policies or practices, including but not limited to allegations of unjust or improper treatment by a College employee in an academic or non-academic context, other than matters addressed through separate procedures (such as discrimination, sexual misconduct, or grade appeals).

Specific procedures governing the Student Grievance Process will be published by the College. The procedure will outline the steps for filing a grievance, applicable timelines, levels of review, and the rights and responsibilities of the parties.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Deleted:** The College will maintain a student grievance process for students to request the review and consideration of an allegation of unjust or improper practice or harassment on the part of the College.¶



## RVC Board Policy 4:10.170

### Acceptable Use for Information Technology Systems - Students

Access to Rock Valley College Information Technology ("IT") resources (including, without limitation, networks, internet access, computer equipment, servers, computer applications, and phone systems) is a privilege conditioned on responsible, ethical, and lawful behavior consistent with College policies. The use of this technology is to support the mission of the College and is used for intended the College-related activities.

Students may use the College's IT resources, subject to the limitations of applicable state and federal laws as well as Board Policies 2:30.020 and 2:30.030 and related procedures.

The College reserves the right, consistent with applicable law and policy, to manage and monitor its IT resources, to protect network integrity and security, and to take action when misuse is suspected, including limiting, restricting, suspending, or revoking IT privileges and access to IT resources and pursuing disciplinary action under the Student Code of Conduct. Specific standards and procedures governing acceptable use are published by the College.

**References:** Board Report(s) 6612, 6611: AR 314

**Implemented:** April 8, 2014

**Revised:**

**Deleted:** Student access to the College's

**Deleted:** intended

**Deleted:** to be

**Deleted:**

**Deleted:** for which they were intended.

**Deleted:** extend, limit

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**Deleted:** to any student

**Deleted:** ¶  
**Revised**

# Rock Valley College

## RVC Board Policy 4:10.190

### Education Records

~~The College maintains educational records for students in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., applicable federal regulations, and the Administrative Rules of the Illinois Community College Board.~~

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Deleted:** The College will comply with

**Deleted:** federal

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.200

### Intercollegiate Athletics

The College sponsors intercollegiate athletics programs that contribute to the educational growth of the students and enhances campus and student life. Participation is governed by College policies, the rules of relevant athletic conferences and associations, and applicable federal and state laws.

**Deleted:** will establish and maintain an

**Deleted:** s

As an affiliate of the National Junior College Athletic Association (NJCAA), the College shall adhere to all applicable NJCAA rules and regulations, including those governing eligibility, recruitment, and conduct. The College shall comply with all data collection and reporting requirements of the *Equity in Athletics Disclosure Act*, 20 U.S.C. 7092(9).

**Deleted:** ¶

The College will establish and maintain procedures that address eligibility standards, academic progress expectations for student-athletes, conduct requirements, health and safety protocols, and reporting obligations, and will publish relevant information for student-athletes, coaches, and staff in accordance with this Policy.

**Deleted:** Procedures for the College's intercollegiate athletics program will be promulgated consistent with this Policy.

**Deleted:** ¶

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** **Adopted:** April 8, 2014¶



## RVC Board Policy 4:10.210

### Recognized Student Clubs and Organizations

The College is committed to the formation and operation of student clubs and organizations that enhance the educational, cultural, and social experience of students and are consistent with the College's mission and values. Recognized student clubs and organizations are overseen by the College's Department of Student Life.

**Deleted:** existence of, support for, and student participation in

Information about forming and maintaining student clubs and organizations including processes and procedures, will be published by the College. The College may suspend or revoke recognition of a student organization that fails to comply with College policies or procedures.

**Deleted:** pertaining to and specific procedures governing recognized

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.220

### Student Publications

The College supports student expression through College-sponsored or authorized publications and media.

All College-sponsored and/or authorized student publications must operate in a professional manner and are expected to follow the standards of professional journalism. The College may sponsor student publications in the form of work space, partial or total funding, and/or designation of an advisor. The designated advisor will be responsible for overseeing student publications including compliance with applicable laws and College policies, but do not serve as censors of protected student expression.

Student publications and staff are subject to the Student Code of Conduct and other applicable policies, including those governing harassment, discrimination, and intellectual property. Procedures addressing the governance, funding, and oversight of student publications will be established and published by the College.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted:** quality student

**Deleted:** produced for the benefit of students. The format for such publications may include a student newspaper, student literary magazine, and/or other formats which effectively communicate the views and ideas of students.

**Deleted:** or

**Deleted:** by providing

**Deleted:** ¶  
¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.230

### Student Use of Facilities

The College permits reasonable use of College facilities by College-recognized student clubs and organizations, ~~and by~~ other individual students and student groups.

**Deleted:** and

**Deleted:** will be allowed to use College facilities

**Deleted:** in accordance with

Use of facilities is subject to the procedures published by the College's Departments of Student Life and Administrative Services ~~and in compliance with College policies and procedures.~~

The College may place reasonable time, place, and manner restrictions on the use of facilities to ensure the orderly operation of the College and to protect the safety of the campus community.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:10.240

### Student Use of Personal Vehicle for College-Sanctioned Travel

The College may authorize students to use personal vehicles for College-sanctioned travel when such travel is necessary to participate in approved College activities and College vehicles are unavailable or impractical.

This includes travel to any of the following in which they directly represent the College by their presence:

1. Professional meetings to which students are invited.
2. Programs in which students are assisting with the administration or implementation of the approved College program.
3. Intercollegiate sporting events which have official N4C recognition and/or receive direct/indirect (in kind) appropriations from the College operations budget.
4. Meetings of student clubs and/or classes that have classroom-related activities or carry the name of the College or receive direct appropriations from the College operations budget.

College-sanctioned use of personal vehicles by students will not be granted until the administrator, faculty or staff member to whom the students are responsible officially submits the following information to the Vice President of Student Affairs (or designee):

1. The exact nature of the College business in which the students will be involved;
2. The name of the driver and the other students who will be traveling in the personal vehicle;
3. Verification that the student driver is driving a fully insured vehicle;
4. The dates of the trip, the destination, and the time of departure from and return to the College;
5. The budget item number from which the student driver will be reimbursed at the Board approved rate; and
6. Evidence that the driver of the car has received clearance from the Chief of Police.

The Vice President of Student Affairs (or designee) must receive this information prior to the proposed trip and will give written permission for the trip to the appropriate administrator, faculty, or staff member.

Student drivers are responsible for operating their vehicles safely, in compliance with traffic laws.

*RVC is an equal opportunity educator and employer.*

**Deleted:** will permit student travel for in-district and out-of-district trips in personal vehicles for the purpose of conducting College business if College vehicles are unavailable.

**Deleted:** Students may receive College approval to drive their personal vehicles

**Deleted:**

**Deleted:** Student Development

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# Rock Valley College

## RVC Board Policy 4:10.240

and for maintaining required insurance coverage. Authorization for College-sanctioned travel in personal vehicles may be denied, limited, or revoked if safety concerns or noncompliance with procedures are identified. The College will publish procedures implementing this policy, including approval processes, documentation requirements, and reimbursement practices.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Deleted: Adopted: April 8, 2014**



## RVC Board Policy 4:10.250

### Student Individual and Group Travel

The College may sponsor or approve domestic and international travel opportunities for students, including individual and group travel associated with academic programs, study abroad, service learning, student organizations, and intercollegiate activities. The College's group travel programs will operate in accordance with all Board policies, administrative procedures and state, federal, and international laws.

**Deleted:** offer

**Deleted:** group

Procedures and guidelines for student group travel will be published by the College.

Students participating in College-sponsored or approved travel remain subject to the Student Code of Conduct and all other applicable College policies. Violations of policy during travel may result in disciplinary action and, where appropriate, early termination of participation in the travel experience at the student's expense.

**References:** Board Report 6696, 6876, [AR 314](#)

**Implemented:** [March 23, 2010; April 24, 2012; April 8, 2014](#)

**Revised:** April 8, 2014

**Deleted:** March 23, 20170; Board Report

**Deleted:** April 24, 20172,;



## RVC Board Policy 4:10.260

### Cultural Excellence and Belonging

Rock Valley College is committed to creating and sustaining a healthy, inclusive and accessible campus environment where all learners can make progress towards their educational and career goals.

Therefore, the College shall establish initiatives, measures, programs, procedures, and curriculum to advance excellence and belonging for students, staff, faculty, administration, vendors and contractors, and other community partners.

**Reference:** Board Report 7763

**Implemented:** October 27, 2020

**Revised:**

**Deleted:** Diversity, Equity, & Inclusion

**Deleted:** equity and inclusion

**Commented [TH29]:** 042926 The recommendation was made by VP Barnes to change the title to Cultural Excellence and Belonging to align with our pillars and move this Board Policy to Operations (2:10.140) as it impacts all RVC stakeholders

**Commented [EB30R29]:** No objection.

**Deleted:** ¶

*RVC is an equal opportunity educator and employer.*

# Rock Valley College

## RVC Board Policy 3:10.270 (Employees) RVC Board Policy 4:10.270 (Students)

### Service and Other Animals Policy

It is the policy of Rock Valley College to ensure that all individuals with disabilities who require the assistance of a service animal have an equal opportunity to access College property, courses, programs, and activities. The College Administration shall establish Procedures implementing this Policy.

Except as set forth in the Procedures implementing this Policy, service animals will be permitted to accompany individuals with disabilities in all public areas of the College. For purposes of this Policy, "service animal" is defined as set forth in the Americans with Disabilities Act ("ADA"). The support provided by the service animal must be directly related to the individual's disability. Service Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under this Policy.

Service animals must be under the control of the handler at all times. Service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents the use of these devices or unless these devices interfere with the service animal's safe and effective performance of the tasks it has been trained to perform. In such cases, the individual must still maintain control of the service animal by means of voice, signal, or other effective controls.

Students in need of a service animal on campus must contact Disability Support Services to request and manage their accommodations, including the need for a service animal on campus. Employees in need of a service animal on campus must contact Human Resources to request a reasonable accommodation allowing the presence of a service animal in the workplace.

Animals that do not satisfy the above criteria are strictly prohibited from all Rock Valley College property.

The College reserves the right to remove and/or exclude any service animals from College property for legitimate and legally permissible public health or safety reasons.

In implementing this Policy, Rock Valley College complies with the Americans with Disabilities Act of 1990 (ADA), the Americans with Disabilities Amendments Act of 2008 (ADAAA), Section 504 of the Rehabilitation Act of 1973, the Service Animal Access Act/White Cane Law, and all other federal and State laws pertaining to service animals and/or accommodations for individuals with disabilities.

**Reference:** BR 7783- January 26, 2021; BR 7788- February 23, 2021.

**Implemented:** February 23, 2021 **Revised:**

**Deleted:** Rock Valley College recognizes the importance of allowing people with disabilities who require the use of service animals to receive the benefit of the work or tasks provided by such animals while on campus. As such, i

**Deleted:** College's

**Deleted:** a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability.

**Deleted:** work or tasks performed

**Deleted:** Miniature horses may also be permitted on campus in certain circumstances where they have been individually trained to do work or perform tasks for the benefit of an individual with a disability.

**Deleted:** owned and operated buildings and grounds, except with prior authorization by Chief Operating Officer or designee

**Commented [TH31]:** 042426 The Board will actually vote this Tuesday 4/28 to remove 3:10.270 and only have 1 policy (2.20.120). Is there an benefit of having a separate student policy or should everyone just reference 2:20.120? If so, we would recommend to delete this policy from this article

**Commented [EB32R31]:** Agreed. Don't see a need to distinguish policies related to service and other animals based on student/employee status. One policy is sufficient, particularly since the policy already calls out students making the request through Disability Support Services and employees to handle this through HR.

**Deleted:** Board Report 7788

**Deleted:** ¶

*RVC is an equal opportunity educator and employer.*

# Rock Valley College

## RVC Board Policy 4:20.010

### Academic Integrity

The College is committed to the principles of academic integrity in all aspects of College life. Furthermore, the College expects its students to uphold the highest standards of honesty in all academic work including: producing their own, original work, except when collaboration on projects is directed by faculty as part of the course or specific assignment. Acts of academic dishonesty are viewed by the College as a serious offense requiring an appropriate disciplinary response.

As members of the College community, students are expected to refrain from academic dishonesty in all forms including cheating, plagiarism or other improper appropriation of another's work as one's own, and falsifying records to advance one's academic standing, all as further defined in the College Catalog and the Student Handbook which also set out procedures which will be followed to address and impose consequences for academic dishonesty when it is determined to have occurred.

Procedures for reporting, reviewing, and resolving alleged academic misconduct, including any appeal processes, will be published by the College as further defined within the College Catalog and Student Handbook.

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted:** do

**Deleted:** /

**Deleted:** s

**Deleted:** Acts of academic dishonesty include, but are not limited to: plagiarism, cheating, misrepresentation, and fabrication. Students who commit any acts of academic dishonesty are subject to the penalties and sanctions agreed upon by College faculty and administration.¶

**Deleted:** Violations of academic integrity are considered serious offenses and may result in academic and disciplinary consequences, including but not limited to a failing grade on an assignment, a failing grade in the course, and sanctions under the Student Code of Conduct, up to and including suspension or expulsion.

**Deleted:** Procedures for addressing acts of academic dishonesty will be published in the Student Handbook.¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:20.020

### Intellectual Property and Copyright Act Compliance

The College encourages students to engage in the development of intellectual property and to facilitate ownership protection with regard to such development. The College further expects students to adhere to the federal Copyright Act of 1976, international copyright laws, and College copyright procedures and guidelines.

College administration will implement and maintain copyright procedures and guidelines necessary to ensure compliance with copyright laws and to facilitate ownership protection with respect to the development of intellectual property.

Liability for willful infringement of copyright law rests solely upon the person in violation. This procedure is applicable to students who are employees. Students who engage in copyright infringement may also be subject to disciplinary action through the College's applicable discipline policy.

Students who create works on their own time, and without the use of substantial College resources or financial support, own those works. The College shall not claim ownership of intellectual property created, unless the work involved was created in the course of employment; commissioned by the College; or created, developed, or produced with substantial College resources or financial support. In such instances, the rights of the creators and of the College shall be defined by Agreement prior to the commencement of the project.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

**Commented [EB33]:** Intellectual property isn't noted at all in the current policy

**Commented [EB34R33]:** How is this policy compared to policy 3:10.040?

**Commented [TH35]:** 042426 it seems as though the shift has moved to referencing students and staff. Are we okay with this? Should we mirror this language in the first 2 paragraphs as well? Dr. Smith will make sure this aligns with CBA Intellectual Property section. We have concerns that if this is the student section, that we shouldn't be talking about employees or community at all.

**Commented [TH36R35]:** 052926 we removed any reference to employees or community members as this policy is intended for students

**Commented [EB37R35]:** Agreed

**Deleted:** all College employees, including

**Deleted:** and to all members of the College community whether or not they are actually employed by the College

**Deleted:** Employees and s

**Deleted:** College employees and s

**Commented [TH39]:** 050126 We are wondering if this policy needs to be condensed and combined with 3.10.040 and then placed in Operations as it seems to read that it applies to students, employees and community. Please advise.

**Commented [EB40R39]:** Agreed with this. If there is no meaningful differences between students and staff, then having one policy applicable to all makes sense.

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:20.030

### Class Attendance and Participation

Regular and consistent class attendance is an essential part of successful learning for students. Students are expected to promptly attend scheduled class meetings, arrive prepared and on time, and engage in learning activities as required by the course. Course syllabi will outline attendance and participation expectations, including how absences and late work may affect grades.

**Deleted:** attend class and participate in all class meetings

Students are responsible for informing instructors promptly of unavoidable absences and for making arrangements to complete missed work when permitted. Each course instructor has discretion to decide when and how absences affect grades. Make-up work shall be arranged at the discretion of the course instructor.

**Deleted:** information

**Deleted:** class

**Deleted:** will

Course instructors are required to identify students who are and who are not actively pursuing completion of the course in the tenth day of the term and at mid-term in compliance with the Administrative Rules of the Illinois Community College Board.

**Reference:** AR 314  
**Implemented:** April 8, 2014  
**Revised:**

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:20.040

### Course Credit Hour Determination

The College assigns credit hours to courses in a manner that reflects a consistent measure of student work and learning outcomes, regardless of instructional method or course length, and in accordance with federal regulations and the Administrative Rules of the Illinois Community College Board.

The College defines one semester credit hour as an amount of work that reasonably approximates, but is not limited to, the federal standard for credit hours, which may include a combination of direct instruction and out-of-class student work. For courses offered in alternative formats, such as hybrid, online, or accelerated terms, the total amount of student work required will be equivalent to that of a traditional semester-length course with the same credit hour value.

Academic Affairs, under the leadership of the Chief Academic Officer, will maintain procedures for reviewing and approving credit hours assigned to courses as part of curriculum development, syllabus review, and program review processes. All courses will be developed and reviewed to ensure that the credit hours awarded are consistent with College standards, ICCB rules, and applicable accreditation criteria.

**Reference:** Board Report 7066; [AR 314](#)

**Implemented:** December 17, 2013

**Revised:** April 8, 2014

**Deleted:** Changes in delivery of instruction (i.e., face-to-face, hybrid, and on-line) and alternative length of courses (i.e., less than 16-week courses), has led to the need to move beyond the Carnegie unit to define credit hour in such a way that it represents a consistent unit of measure regardless of the instructional method or length of course. In October of 2013, federal regulations identified the need for institutions to establish a credit hour determination that consistently and systematically reflects equivalency of work and learning expectations for all students enrolled in a given course, regardless of the delivery method or number of weeks in the course. Toward that end, the credit hour needs to be defined through student work as articulated through course learning outcomes and verified by aligned evidence of student achievement.

**Deleted:** To comply with these guidelines and in accordance with Section 1501.309 of the Administrative Rules of the Illinois Community College Board, Academic Affairs, under the direction of the Provost/Chief Academic Officer, will engage in a process for reviewing courses to establish institutional expectations for the credit hour that is consistent across all methods of delivery and regardless of course length. All courses will produce a maximum rate of one semester credit hour or equivalent per week.¶  
Review of credit hours assigned to courses through this process will occur in conjunction with review of the master course syllabus during course assessment, as well as during program review

# Rock Valley College

## RVC Board Policy 4:20.050

### Evaluation of Student Performance

The College will maintain an equitable process for course instructors to evaluate and record student performance which is compliant with applicable accreditation standards. Grading and evaluation standards will be communicated to students by course instructors through syllabi. This policy will be applied consistently with the College's collective bargaining agreement obligations.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Deleted: Adopted: April 8, 2014**

# Rock Valley College

## RVC Board Policy 4:20.060

### Academic Honors

The College recognizes students who demonstrate high levels of academic achievement. In recognition of academic excellence, the College will ensure a means by which to honor students for their superior achievement.

The manner in which superior academic achievement will be recognized and any categories of academic honors will be published by the College.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted: Adopted: April 8, 2014**



## RVC Board Policy 4:20.070

### Standards for Academic Progress

The College is committed to student success. Students enrolled in an academic program must maintain minimum academic achievement standards. Standards for academic achievement are published by the College.

A student whose academic performance is below the acceptable standard will be placed on academic probation. A student who fails to progress toward satisfactory academic achievement may be dropped.

Satisfactory academic progress may be defined by grade point average and/or credit courses completed in relation to courses attempted.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted: Adopted: April 8, 2014**

# Rock Valley College

## RVC Board Policy 4:20.080

### Academic Appeals

The College provides students with an opportunity to seek review of certain academic decisions, including final course grades and sanctions for academic misconduct, when the student believes that a decision was made in an arbitrary, capricious, or inconsistent manner or not in accordance with stated course standards or College policy.

The Academic Appeals Procedure published by the College will outline the grounds for appeal, submission requirements, timelines, levels of review, and final decision-making authority.

**Reference:** AR 314

**Implemented:** April 8, 2014

**Revised:**

**Deleted:** The College believes it is important for students to be able to address inequitable final grades and academic sanctions. Therefore, students will be provided with a process to appeal capricious final grades and sanctions for academic misconduct.¶¶  
¶ Specific procedures governing Academic Appeals will be published by the College.¶¶

**Deleted: Adopted:** April 8, 2014¶¶

# Rock Valley College

## RVC Board Policy 4:20.090

### Academic Forgiveness

The College recognizes the challenges of pursuing a College education. The College will provide a one-time academic forgiveness process for eligible students who demonstrate a serious intent to continue academic studies.

Under Academic Forgiveness, a student who meets eligibility criteria may request that one or more prior terms of coursework, completed during a defined period, be excluded from the calculation of the student's cumulative grade point average for academic standing purposes.

Courses and grades approved for Academic Forgiveness will remain on the student's transcript but will be clearly noted as forgiven and will not be included in the institutional GPA calculation.

If a student is granted Academic Forgiveness, he or she may file an appeal to remove the hours/grade from the Standards of Academic Progress calculation for financial aid. Further, Academic Forgiveness does not guarantee financial aid eligibility or affect academic progress calculations required by external agencies or other institutions.

Specific procedures governing Academic Forgiveness eligibility will be published by the College.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Deleted:** applies to the calculation of a student's grade point average and does not result in the deletion of grades/hours from a student's transcript or Standards of Academic Progress calculation. I

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:20.100

### Course Repetitions

The College permits students to repeat courses in accordance with College policy and Illinois Community College Board rules. Students may wish to repeat a course to improve their understanding of the subject matter, raise a grade, or meet requirements for a specific program; however, limitations may apply based on academic, financial aid, or state-funding considerations.

When a course is repeated at Rock Valley College, the highest grade earned will generally be used in calculating the student's cumulative grade point average, although all attempts will remain on the transcript. The College may limit the number of times a course can be repeated, and certain courses may be excluded from repetition or may require special approval to repeat.

In instances where State reimbursement is not available for repeated coursework, the College may assess a supplemental tuition or fee for the repeated course. The College will publish specific procedures governing course repetitions, including the impact on GPA, financial aid, and degree or certificate requirements.

Reference: AR 314  
Implemented: April 8, 2014  
Revised:

**Deleted:** Students may repeat courses previously taken at the College unless repetition is restricted. Any limitations on course repetitions will be published by the College.¶

¶  
In those instances where the College does not receive reimbursement from the State for students who repeat courses, the College reserves the right to assess a supplemental fee. Specific procedures governing course repetition and GPA calculation will be published by the College.¶

**Deleted: Adopted:** April 8, 2014¶

# Rock Valley College

## RVC Board Policy 4:20.110

### Graduation Requirements

The College ~~will establish and publish requirements for degrees and certificates in accordance with units of instruction approved by the Illinois Community College Board and Illinois Board of Higher Education.~~

**Deleted:** requirements for graduation shall conform to ...

**Deleted:** The College will publish requirements and guidelines consistent with this Policy.

**Reference:** Board Report 6563; [AR 314](#)

**Implemented:** December 16, 2008

**Revised:** April 8, 2014

# Rock Valley College

## RVC Board Policy 4:20.120

### CAREER Agreement

The College participates in the Comprehensive Agreement Regarding the Expansion of Educational Resources ("CAREER Agreement"), a cooperative agreement with Illinois institutions of higher education that expands program access for students.

Under the CAREER Agreement, eligible in-district students may enroll in approved programs at another participating community college when the College does not offer the desired program, and pay tuition at the receiving institution's in-district rate. The receiving institution collects tuition and fees and may claim state apportionment for such students, as permitted by ICCB rules.

The College may also participate in other cooperative agreements or consortia that facilitate access to educational programs not otherwise available to Rock Valley College students. The College will publish procedures and eligibility criteria for students seeking to participate in the CAREER Agreement or other cooperative program arrangements.

**Reference:** Board Report 6911; [AR 314](#)

**Implemented:** June 26, 2012

**Revised:** April 8, 2014

#### **Commented [EB41]:** Harper 05.05.05

Tuition for Attendance at Other Illinois Public Community Colleges: Joint Agreements and Chargebacks Eligibility of in-district students to attend another Illinois public community college under a joint agreement referred to as the statewide CAREER Agreement as described below will be determined by the Registrar's Office, which is authorized by the Board to promulgate rules and procedures governing applications and arrangements for such attendance. Joint Agreements: Students who reside in the Harper College district and who wish to pursue a certificate or degree program offered by another Illinois public community college which is not offered by Harper College, may be eligible to enroll in and attend that program at the in-district resident tuition rates charged by the community college district of attendance, if that college district and the Harper College Board of Trustees have approved the CAREER joint agreement or another such agreement with one another for the provision of such educational services as authorized by Section 3-40 of the Public Community College Act. Chargebacks: A student who resides in the Harper College district, and who wishes to pursue a certificate or degree program not offered by Harper College but which is offered by another Illinois public community college with which Harper College does not have a joint agreement, may attend such other community college and request that Harper College pay "chargeback" tuition for their attendance. Students approved for chargeback will pay the in-district tuition rate of the receiving institution, and Harper College will reimburse the receiving institution for the balance of its tuition charge for out-of-district residents while the student is enrolled at the receiving institution in a program not offered by Harper. Out-of-district residents who wish to pursue a certificate or degree program at Harper College which is not available at the community college serving the college district in which they reside should consult with their community college district of residence to determine whether the desired certificate or degree program is part of the CAREER agreement.

**Deleted:** between

**Deleted:** twenty-eight

**Deleted:** which allow

**Deleted:** from a sending institution to attend a receiving institution for in-district tuition rates in order to complete a certificate or degree that the sending institution does not offer. The receiving institution collects tuition and fees and has the right to claim apportionment from the state for such students.¶

The College may additionally participate in other such cooperative agreements outside of the CAREER Agreement.¶

# Rock Valley College

## RVC Board Policy 4:20.130

### Religious Observance

The College recognizes and respects the diversity of religious beliefs and practices of its students in accordance with the *University Religious Observances Act*, 110 ILCS 110/0.01 et seq.

The College will reasonably accommodate the religious observance of individual students in regard to admissions, class attendance, and the scheduling of examinations and work requirements.

~~Students who anticipate being absent from class, examinations, or other academic obligations due to a religious observance are responsible for notifying their instructor(s) in advance so that reasonable accommodations can be made by the instructor. Reasonable accommodations may include, but are not limited to, reschedule an exam or assignment,~~ permitting a student to attend another section of the same course for a class period, or other reasonable accommodations. Instructors are not responsible for teaching material again. Instructors will inform students of this practice at the beginning of each semester so that arrangements can be made accordingly.

**Deleted:** providing a makeup test, altering assignment dates

**Deleted:** ,

Requirement of Advance Notification: Advanced notice of intended absence for major religious observance is required in order to ensure appropriate accommodations may be made. Students must notify instructors through the Dean of Students Office at least five ~~school~~ days prior to the absence for religious observance.

**Deleted:** calendar

Grievance Procedures: A student ~~who believes they have not received reasonable accommodation for religious observance~~ may contact the Dean of Students in accordance with this policy. The Dean of Students will work with the ~~student, the instructor, and appropriate academic administrator(s) to address the concern.~~

**Deleted:** in the event that reasonable accommodations have not been made

**Commented [EB42]:** Changing language to cover if the denial of accommodation was reasonable - the concern will still be addressed, but it doesn't have to result in an accommodation as the current policy could be interpreted.

**Deleted:** work toward a reasonable accommodation for religious observance.

**Reference:** Board Report 6990; [AR 314](#)

**Implemented:** April 2, 2013

**Revised:** April 8, 2014



## RVC Board Policy 4:20.140

### Administrative Withdrawal

The College may withdraw a student from a course when an instructor determines that the student is not actively pursuing completion of course objectives as established by their instructor. Students also may be withdrawn by the College for disciplinary reasons or extenuating circumstances.

Specific procedures governing administrative withdrawal will be published by the College.

Reference: AR 314

Implemented: April 8, 2014

Revised:

# Rock Valley College

## RVC Board Policy 4:20.150

### Withdrawal from Class

The College will permit students to voluntarily withdraw from a class subject to appropriate limitations and guidelines published by the College. Students shall be responsible for withdrawing from courses they are no longer attending. Specific procedures governing voluntary withdrawal from class will be published by the College.

In compliance with the Illinois Student Debt Assistance Act (110 ILCS 66/20), the College has established a hardship withdrawal process for extenuating circumstances, i.e., medical or financial. The College will provide additional guidelines for students seeking to withdraw from a class due to an unforeseen hardship which requires a student to withdraw from, or be withdrawn from, a class or classes. In these situations, the College will request supporting documentation.

Reference: AR 314

Implemented: April 8, 2014

Revised:

**Commented [TH43]:** 050126 Proposed language from Records to further clarify hardship withdrawal processes

**Commented [EB44R43]:** Agreed.

**Deleted:** The College will provide additional guidelines for students seeking to withdraw from a class due to a medical condition which requires a student to withdraw from, or be withdrawn from, a class or classes. In these situations, the College may require certification from a licensed physician or psychiatrist for such withdrawal.¶

**Page 12: [1] Deleted Elizabeth Becker 2/24/2026 3:47:00 PM**

**Page 12: [2] Deleted Elizabeth Becker 2/24/2026 3:48:00 PM**

**Page 12: [3] Commented [TH24] Terrica Huntley 4/17/2026 1:51:00 PM**

041726 We recommend adding this paragraph to distinguish between long term active duty service and short term military obligation

## Construction Manager at Risk - Downtown West Campus: Construction 2024-2026

Committee of the Whole: 9/08/2026

\*Denotes updated information from last presentation

\$2,222,239.00

| Change Order Number | Description                                                                                                                                                                                                                                                                                                                                                                                       | Date Received | Amount Requested | Amount Approved | Status   | Date Approved | Company Name                      | Contingency Running Total | Total Expensed |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|-----------------|----------|---------------|-----------------------------------|---------------------------|----------------|
| BR8245              | BR8245 Board Resolution for Contingency for Downtown West Construction Project.                                                                                                                                                                                                                                                                                                                   |               |                  |                 |          | 3/25/2025     |                                   | \$2,222,239.00            |                |
| PCO CCF-009         | This PCO is for the outstanding balance of \$5,915.00 where \$25,626.21 was applied to contaminated soils, fully exhausting Sitework Allowance #2 (Associated with PCO SA2 004)                                                                                                                                                                                                                   | 4/21/2025     | \$ 5,915.00      | \$ 5,915.00     | Approved | 5/1/2025      | NISC Northern Illinois Service Co | \$2,216,324.00            | \$ 5,915.00    |
| PCO CCF-008         | CE #019 - DLC Foundation vs. Storm Sewer<br>Due to conflict between the foundation in the SE corner of the DLC and the storm drain; the top of the footing is 728.5 and the bottom of the 12 inch storm pipe is at approximately 727.8.<br>Ruiz will perform the following as a solution: Drop the elevation of the Foundation Walls approximately 1'-0", and refabricate concrete reinforcement. | 4/15/2025     | \$ 2,565.00      | \$ 2,565.00     | Approved | 5/1/2025      | Ruiz Construction Systems         | \$2,213,759.00            | \$ 8,480.00    |
| PCO CCF-011         | CE #023 - Contaminated Soils Use on 4/24<br>This PCO is for the unsuitable contaminated soils use on 4/24<br>Total Due = \$11,877.08                                                                                                                                                                                                                                                              | 4/25/2025     | \$ 11,877.08     | \$ 11,877.08    | Approved | 5/1/2025      | NISC Northern Illinois Service Co | \$2,201,881.92            | \$ 20,357.08   |
| PCO CCF-012         | CE #024 - UST Removal in DLC Foundation<br>NIS to perform the following due to an underground storage tank discovered in the DLC foundation: Remove and properly dispose of UST that had been discovered during excavation beneath the proposed foundation of the new DLC building.                                                                                                               | 4/28/2025     | \$ 37,395.00     | \$ 37,395.00    | Approved | 5/1/2025      | NISC Northern Illinois Service Co | \$2,164,486.92            | \$ 57,752.08   |
| Terracon CO 4       | Terracon's scope of services for the UST removal observation and reporting services related to the removal of the UST at the site will include: perform project coordination, UST removal observation, and associated data evaluation and reporting.                                                                                                                                              | 4/29/2025     | \$ 12,250.00     | \$ 12,250.00    | Approved | 4/29/2025     | Terracon Consultants Inc          | \$2,152,236.92            | \$ 70,002.08   |
| PCO-CCF-006         | Precast Insulation Credit Deduct                                                                                                                                                                                                                                                                                                                                                                  | 2/26/2025     | \$ (10,000.00)   | \$ (10,000.00)  | Approved | 5/16/2025     | Ruiz Construction Systems         | \$2,162,236.92            | \$ 60,002.08   |
| PCO CCF-013         | DTC EV Charger Electrical Rough Scope Removal Credit back to owner for removal of EV Chargers at DTC                                                                                                                                                                                                                                                                                              | 5/20/2025     | \$ (2,228.00)    | \$ (2,228.00)   | Approved | 5/22/2025     | HELM Electric                     | \$2,164,464.92            | \$ 57,774.08   |

|                   |                                                                                                                                                                    |           |                |                |          |           |                                      |                |               |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|----------------|----------|-----------|--------------------------------------|----------------|---------------|
| PCO CCF 18        | Contaminated Soils on 5/8 & 5/30:<br>Overage on Contaminated Soils:<br>Use for unsuitable Contaminated Soils on 5/8 & 5/23.                                        | 5/30/2025 | \$ 2,670.41    | \$ 2,670.41    | Approved | 6/10/2025 | NISC Northern<br>Illinois Service Co | \$2,161,794.51 | \$ 60,444.49  |
| PCO CCF 14        | DLC & DTC ComEd New Service Costs                                                                                                                                  | 5/21/2025 | \$ 9,326.00    | \$ 9,326.00    | Approved | 6/12/2025 | HELM Electric                        | \$2,152,468.51 | \$ 69,770.49  |
| PCO CCF 15        | RFP #001 Floor Drain/ Floor Box Elimination                                                                                                                        | 5/27/2025 | \$ (3,540.00)  | \$ (3,540.00)  | Approved | 6/12/2025 | Ringland Johnson<br>Construction     | \$2,156,008.51 | \$ 66,230.49  |
| PCO CCF 17        | Hand Dryers: Helm to provide the following due to no<br>electrical connection shown on drawings: Add conduit wire<br>and connect Hand Dryer in Bath 1210 and 1212. | 5/30/2025 | \$ 2,473.00    | \$ 2,473.00    | Approved | 6/12/2025 | Helm Electric                        | \$2,153,535.51 | \$ 68,703.49  |
| PCO CCF 019       | Unsuitable Soils Sitework Allowance #1 (Remaining<br>Balance Due) - - This PCO is for the outstanding balance due,<br>fully exhausting Sitework Allowance #1       | 5/30/2025 | \$ 4,416.00    | \$ 4,416.00    | Approved | 6/18/2025 | Ringland Johnson<br>Construction     | \$2,149,119.51 | \$ 73,119.49  |
| PCO CCF 020       | Four Rivers Sanitation Authority (FRSA) Add for IC Permit<br>Variance.                                                                                             | 6/3/2025  | \$ 205.00      | \$ 205.00      | Approved | 6/18/2025 | Ringland Johnson<br>Construction     | \$2,148,914.51 | \$ 73,324.49  |
| PCO CCF 16        | PIC Adds on DLC & DTC (Control value indictor Code Req)                                                                                                            | 5/29/2025 | \$ 12,266.22   | \$ 12,266.22   | approved | 6/30/2025 | NISC Northern<br>Illinois Service Co | \$2,136,648.29 | \$ 85,590.71  |
| PCO CCF 022       | Add for Switching DLC Pavers to Concrete Sidewalk                                                                                                                  | 6/11/2025 | \$ 1,539.75    | \$ 1,539.75    | Approved | 7/11/2025 | NISC Northern<br>Illinois Service Co | \$2,135,108.54 | \$ 87,130.46  |
| PCO CCF 024       | Barrier Curbs & ADA - RFI 100 Pricing Reconciliations (ADA<br>Detectable Warning Panels)                                                                           | 6/17/2025 | \$ 840.23      | \$ 840.23      | Approved | 7/24/2025 | NISC Northern<br>Illinois Service Co | \$2,134,268.31 | \$ 87,970.69  |
| PCO CCF 025       | Chestnut St. Entrance Apron - Owner Request for Additional<br>Pavement Reconstruction (RHA @ Chestnut/Rockton)                                                     | 6/17/2025 | \$ 12,294.64   | \$ 12,294.64   | Approved | 7/23/2025 | NISC Northern<br>Illinois Service Co | \$2,121,973.67 | \$ 100,265.33 |
| PCO CCF 028       | DTC Hand Dryers connections with GFCI breakers Added                                                                                                               | 6/24/2025 | \$ 3,950.00    | \$ 3,950.00    | Approved | 7/14/2025 | HELM Electric                        | \$2,118,023.67 | \$ 104,215.33 |
| PCO CCF 032R1     | Eliminate Furring at DLC Elec Rooms                                                                                                                                | 7/3/2025  | \$ (2,548.00)  | \$ (2,548.00)  | Approved | 7/23/2025 | Rockwell Group                       | \$2,120,571.67 | \$ 101,667.33 |
| PCO CCF 007 REV 4 | Structural ASI 001                                                                                                                                                 | 7/17/2025 | \$ 9,704.90    | \$ 9,704.90    | Approved | 8/11/2025 | Ruiz Construction<br>Systems         | \$2,110,866.77 | \$ 111,372.23 |
| PCO CCF 021 REV1  | Credit Request for Switching Cast to PVC in Autobody and<br>Auto Lab                                                                                               | 6/10/2025 | \$ (14,626.20) | \$ (14,626.20) | Approved | 8/6/2025  | MILLER<br>ENGINEERING                | \$2,125,492.97 | \$ 96,746.03  |
| PCO CCF 033 R1    | Compressed Air Piping<br>Miller Engineering to perform the following due to ASI #009:<br>Add for compressed air piping in the DTC building.                        | 7/9/2025  | \$ 18,036.43   | \$ 18,036.43   | Approved | 8/6/2025  | MILLER<br>ENGINEERING                | \$2,107,456.54 | \$ 114,782.46 |
| PCO CCF 034       | Credit for Remove scope of furnishing and installing the<br>phenolic panels at the soffit                                                                          | 7/22/2025 | \$ (53,200.00) | \$ (53,200.00) | Approved | 8/6/2025  | AMERICAN IGLOO<br>BUILDERS           | \$2,160,656.54 | \$ 61,582.46  |
| PCO CCF 030 R1    | DTC rebar Shops: Jimmy'Z to perform the following: Step<br>down CMU to 0'0" at Stair 2. Refer to masonry rebar shop<br>drawings detial Z R02E.                     | 7/2/2025  | \$ 3,138.00    | \$ 3,138.00    | Approved | 8/14/2025 | Jimmy'Z Masonry                      | \$2,157,518.54 | \$ 64,720.46  |
| PCO CCF 035       | Helm Electric RCO 11 & 12 Deduct VFDs                                                                                                                              | 7/28/2025 | \$ (28,886.00) | \$ (28,886.00) | Approved | 8/14/2025 | Jimmy'Z Masonry                      | \$2,186,404.54 | \$ 35,834.46  |

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| PCO CCF 036 R1    | ASI 010 Revised Scope Adjustment<br>Cardinal Glass Company to provide labor and materials for the following: on the DTC - Changing from glass type GL10 to GL14 on Door 6100A.<br>Approximately 48 square feet. Change from GL14 to GL10 at curtainwall elevation C includes door 6105A.                                                                                                      | 7/29/2025 | \$ (1,182.00) | \$ (1,182.00) | Approved | 8/14/2025 | Cardinal Glass Co                 | \$2,187,586.54 | \$ 34,652.46  |
| PCO CCF 037       | Nicor Gas Sleeves -Northern Illinois proposes the following: Provide and install 4" PVC sleeve for Nicor Gas service at DLC & DTC (approx. 70' for DLC & approx. 90' for DTC).                                                                                                                                                                                                                | 8/1/2025  | \$ 4,803.90   | \$ 4,803.90   | Approved | 8/20/2025 | NISC Northern Illinois Service Co | \$2,182,782.64 | \$ 39,456.36  |
| PCO CCF 038       | Storm Sewer and Grade Conflict/ Bust in DTC Lot                                                                                                                                                                                                                                                                                                                                               | 8/1/2025  | \$ 8,551.25   | \$ 8,551.25   | Approved | 8/20/2025 | NISC Northern Illinois Service Co | \$2,174,231.39 | \$ 48,007.61  |
| PCO CCF 039       | Relocate FHV Cabinet                                                                                                                                                                                                                                                                                                                                                                          | 8/5/2025  | \$ 1,478.20   | \$ 1,478.20   | Approved | 8/20/2025 | Nelson Fire Protection            | \$2,172,753.19 | \$ 49,485.81  |
| PCO CCF 023 REV 2 | ASI 033 Mechanical and Electrical Updates: Miller Plumbing and Helm Electric shall incorporate project changes (Plumbing & Electrical) differing from original basis of design; as modified/noted by the Architect of Record and Engineer of Record and as set forth in ASI #003.                                                                                                             | 6/16/2025 | \$ 20,812.60  | \$ 20,812.60  | Approved | 8/29/2025 | Helm Electric and Miller Plumbing | \$2,151,940.59 | \$ 70,298.41  |
| PCO CCF 029 Rev3  | ASI #006<br>Per ASI – 6R1, there are changes that are being made to the location/orientation of the exterior site lighting. These changes are at no cost to the Project per standard details that are included in the Electrical Project Drawings. This zero-dollar change order is an official acknowledgement of the changes being incorporated as set forth by the Design Teams of record. | 6/24/2025 | \$ -          | \$ -          | Approved | 9/16/2025 | HELM Electric                     | \$2,151,940.59 | \$ 70,298.41  |
| PCO CCF 040       | ASI 002 - RVC Structural<br>Ruiz to perform the following labor and materials:                                                                                                                                                                                                                                                                                                                | 8/12/2025 | \$ 21,032.78  | \$ 21,032.78  | Approved | 9/16/2025 | Ruiz Construction Systems         | \$2,130,907.81 | \$ 91,331.19  |
| PCO CCF 044       | ASI 016 Exterior Insulation: Changes per ASI 016                                                                                                                                                                                                                                                                                                                                              | 8/20/2025 | \$ 3,532.00   | \$ 3,532.00   | Approved | 9/11/2025 | American Igloo, Rockwell Group    | \$2,127,375.81 | \$ 94,863.19  |
| PCO CCF 051       | CE #066 - RFI #165 Adds<br>Excavate and backfill as required to allow for concrete saw cutting. Saw cut walls of precast concrete inlets to shorten structures as required in (3) locations.                                                                                                                                                                                                  | 9/15/2025 | \$ 2,625.00   | \$ 2,625.00   | Approved | 9/26/2025 | NISC Northern Illinois Service Co | \$2,124,750.81 | \$ 97,488.19  |
| PCO CCF 054       | CE #069 - Interior Bollards<br>In accordance with ASI 018R1 and updated drawing A1.10, the following work is to be performed: Bollards. Concrete Anchorage. Slab Modifications                                                                                                                                                                                                                | 9/26/2025 | \$ 5,754.14   | \$ 5,754.14   | Approved | 10/3/2025 | Ruiz Construction Systems         | \$2,118,996.67 | \$ 103,242.33 |

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| PCO CCF 010 REV 6 | BP4 IFB vs. BP5 IFB Drawings - Structural Changes Pricing Reconciliation                                                                                                                                                                                                                    | 9/10/2025  | \$ 67,416.64  | \$ 67,416.64  | Approved   | 10/13/2025 | Ruiz Construction Systems; NISC   | \$2,051,580.03 | \$ 170,658.97 |
| PCO CCF 042 R1    | DTC ASI 012                                                                                                                                                                                                                                                                                 | 8/18/2025  | \$ 3,973.42   | \$ 3,973.42   | Approved   | 10/16/2025 | Miller Engineering Co             | \$2,047,606.61 | \$ 174,632.39 |
| PCO CCF 043 R1    | ASI 002 Masonry Changes                                                                                                                                                                                                                                                                     | 8/19/2025  | \$ 228.00     | \$ 228.00     | Approved   | 10/13/2025 | Jimmy'Z Masonry                   | \$2,047,378.61 | \$ 174,860.39 |
| PCO CCF 049 R1    | DTC PIV Adds and Deducts                                                                                                                                                                                                                                                                    | 9/9/2025   | \$ 6,832.51   | \$ 6,832.51   | Approved   | 10/16/2025 | Miller Engineering Co; NISC       | \$2,040,546.10 | \$ 181,692.90 |
| PCO CCF 050       | CE #065 - DLC Added Fixture Length F7<br>The approved lighting submittal shows that DLC F7 (Qty 2), originally listed as 4' on the fixture schedule, now needs to be provided as 8'.                                                                                                        | 9/10/2025  | \$ 780.00     | \$ 780.00     | Approved   | 10/13/2025 | HELM Electric                     | \$2,039,766.10 | \$ 182,472.90 |
| PCO CCF 052       | RFI #137 Adds<br>Per RFI 137, the updated drawings reflect the following changes to the scope of work:<br>• Installation of an open site drain, including all related vent piping, to accommodate the irrigation line drain.<br>• Installation of a drain line complete with valve and cap. | 9/17/2025  | \$ 703.33     | \$ 703.33     | Approved   | 10/13/2025 | Miller Engineering Co             | \$2,039,062.77 | \$ 183,176.23 |
| PCO CCF 053       | Unsuitable (non-bearing) allowance                                                                                                                                                                                                                                                          | 9/19/2025  | \$ 29,629.63  | \$ 29,629.63  | Approved   | 10/10/2025 | NISC Northern Illinois Service Co | \$2,009,433.14 | \$ 212,805.86 |
| PCO CCF 055       | DTC Paint Booths: Exhaust vs. IFB SS Locations vs. Precast Planking                                                                                                                                                                                                                         | 9/26/2025  | \$ 3,535.71   | \$ 3,535.71   | Approved   | 10/19/2025 | Ruiz Construction Systems         | \$2,005,897.43 | \$ 216,341.57 |
| PCO CCF 056       | Hollow Core Plank 175X Support                                                                                                                                                                                                                                                              | 9/26/2025  | \$ 718.37     | \$ 718.37     | Approved   | 10/19/2025 | Ruiz Construction Systems         | \$2,005,179.06 | \$ 217,059.94 |
| PCO CCF 057       | Hollow Core Plank 178X and 179X9 Support (Structural)                                                                                                                                                                                                                                       | 9/26/2025  | \$ 909.18     | \$ 909.18     | Approved   | 10/19/2025 | Ruiz Construction Systems         | \$2,004,269.88 | \$ 217,969.12 |
| PCO CCF 060       | DLC & DTC ASI-022 Piping Diameter REvisions for Terminal Heat Transfer Units                                                                                                                                                                                                                | 9/29/2025  | \$ 3,906.25   | \$ 3,906.25   | Approved   | 10/13/2025 | Miller Engineering Co             | \$2,000,363.63 | \$ 221,875.37 |
| PCO CCF 061       | Bent Plate at Ramp to Mechanical Roof                                                                                                                                                                                                                                                       | 9/30/2025  | \$ 720.00     | \$ 720.00     | Approved   | 10/13/2025 | Rockwell Group                    | \$1,999,643.63 | \$ 222,595.37 |
| PCO CCF 045R1     | ASI 015 DTC Gates                                                                                                                                                                                                                                                                           | 8/26/2025  | \$ 8,036.00   | \$ 8,036.00   | DKA review | 11/18/2025 | Helm Electric                     | \$1,991,607.63 | \$ 230,631.37 |
| PCO CCF 064       | RFI #206 Reconcile Gyp Board over CMU removed from Scope.                                                                                                                                                                                                                                   | 10/14/2025 | \$ (1,484.00) | \$ (1,484.00) | Approved   | 11/11/2025 | Rockwell Group                    | \$1,993,091.63 | \$ 229,147.37 |
| PCO CCF 066       | ComEd CE #083 Reimbursement for utility costs for temporary power usage at job site                                                                                                                                                                                                         | 10/21/2025 | \$ 3,913.32   | \$ 3,913.32   | Approved   | 11/13/2025 | ComEd Electric                    | \$1,989,178.31 | \$ 233,060.69 |
| PCO CCF 067       | Deduct TV Display Corridor 6200 DTC                                                                                                                                                                                                                                                         | 10/23/2025 | \$ (2,580.00) | \$ (2,580.00) | Approved   | 11/13/2025 | Helm Electric                     | \$1,991,758.31 | \$ 230,480.69 |

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| PCO CCF 069    | Lift installation - RVC Cabinets required to incorporate installation.                                                                                                                   | 10/24/2025 | \$ 2,716.23    | \$ 2,716.23    | Approved | 11/11/2025 | Standard Industrial & Automotive Equipment           | \$1,989,042.08 | \$ 233,196.92 |
| PCO CCF 070    | Curtain Wall North Side DLC Interference                                                                                                                                                 | 11/3/2025  | \$ 4,122.00    | \$ 4,122.00    | Approved | 11/11/2025 | Rockwell Group                                       | \$1,984,920.08 | \$ 237,318.92 |
| PCO CCF 062 R1 | DTC Adds and Deduct:<br>Deduct for Cord Reels per RFI #41 DTC. Added Hand Dryer DTC per RFI #186. Add per Electrical DTC Add Accesory Trim. Resulting total amount is a CREDIT -1,943.00 | 10/6/2025  | \$ (1,943.00)  | \$ (1,943.00)  | Approved | 12/4/2025  | Helm Electric                                        | \$1,986,863.08 | \$ 235,375.92 |
| PCO CCF 065 R1 | Change door from Clear Anodized to Black Painted                                                                                                                                         | 10/17/2025 | \$ 9,387.00    | \$ 9,387.00    | Upcoming | 12/4/2025  | Cardinal Glass                                       | \$1,977,476.08 | \$ 244,762.92 |
| PCO CCF 072    | DLC - Hand Dryer - Toilet Room 1214                                                                                                                                                      | 11/6/2025  | \$ 2,824.00    | \$ 2,824.00    | Approved | 12/4/2025  | Helm Electric                                        | \$1,974,652.08 | \$ 247,586.92 |
| PCO CCF 074    | DTC: Conflict with Base Plate and Curtain Wall                                                                                                                                           | 11/17/2025 | \$ 2,720.00    | \$ 2,720.00    | Approved | 12/4/2025  | Rockwell Group;<br>American Igloo;<br>Cardinal Glass | \$1,971,932.08 | \$ 250,306.92 |
| PCO CCF 076R1  | DTC Roof Scupper - rework needed                                                                                                                                                         | 12/16/2025 | \$ 4,535.00    | \$ 4,535.00    | Approved | 12/30/2025 | Rockwell Group;<br>Miller Engineering Co             | \$1,967,397.08 | \$ 254,841.92 |
| PCO CCF 077    | DLC Mechanical Roof Clips - Tube Steel at roof                                                                                                                                           | 12/11/2025 | \$ 2,350.00    | \$ 2,350.00    | Approved | 12/30/2025 | Rockwell Group                                       | \$1,965,047.08 | \$ 257,191.92 |
| PCO CCF 078    | DLC Exposed Columns at High Roof                                                                                                                                                         | 12/11/2025 | \$ 4,300.00    | \$ 4,300.00    | Approved | 12/30/2025 | HC Anderson<br>Roofing;<br>Rockwell Group            | \$1,960,747.08 | \$ 261,491.92 |
| PCO CCF 083    | ASI 031 changes include revisions to natural gas piping scope.                                                                                                                           | 12/15/2025 | \$ 6,975.55    | \$ 6,975.55    | Approved | 12/19/2025 | Miller Engineering Co                                | \$1,953,771.53 | \$ 268,467.47 |
| PCO CCF 068 R3 | Top of Foundation Wall Elevation Discrepancy                                                                                                                                             | 10/24/2025 | \$ 44,729.08   | \$ 44,729.08   | Approved | 1/9/2026   | Ruiz Construction Systems                            | \$1,909,042.45 | \$ 313,196.55 |
| PCO CCF 071 R1 | Zero Spandrel Conflict Brake Metal                                                                                                                                                       | 11/3/2025  | \$ 16,189.00   | \$ 16,189.00   | Approved | 1/8/2026   | Cardinal Glass Co                                    | \$1,892,853.45 | \$ 329,385.55 |
| PCO CCF 075    | EOD Dimensions Interfere with CFMF - Steel stud system & Bent Plate                                                                                                                      | 12/1/2025  | \$ 1,706.12    | \$ 1,706.12    | Approved | 1/6/2026   | Ruiz Construction Systems                            | \$1,891,147.33 | \$ 331,091.67 |
| PCO CCF 079    | E-Stop Changes per ASI 25 drawings                                                                                                                                                       | 12/15/2025 | \$ 16,002.04   | \$ 16,002.04   | Approved | 1/6/2026   | Helm Electric;<br>Miller Engineering Co              | \$1,875,145.29 | \$ 347,093.71 |
| PCO CCF 081R1  | CE #098 Confirmation of Door Location Relative to Concrete Walkway (Plumbing)                                                                                                            | 11/26/2025 | \$ 563.20      | \$ 563.20      | Approved | 1/6/2026   | Miller Engineering Co                                | \$1,874,582.09 | \$ 347,656.91 |
| PCO CCF 084    | RFI # 253 - Elevator Pit extra piping due to sump pump location change                                                                                                                   | 12/10/2025 | \$ 2,263.34    | \$ 2,263.34    | Approved | 1/6/2026   | Miller Engineering Co                                | \$1,872,318.75 | \$ 349,920.25 |
| PCO CCF 087    | Contaminated Soils in November 2025                                                                                                                                                      | 12/22/2025 | \$ 1,194.12    | \$ 1,194.12    | Approved | 1/8/2026   | Northern Illinois Service                            | \$1,871,124.63 | \$ 351,114.37 |
| PCO CCF 086    | ASI #034 Changes                                                                                                                                                                         | 12/19/2025 | \$ (1,869.72)  | \$ (1,869.72)  | Approved | 1/27/2026  | Miller Engineering Co                                | \$1,872,994.35 | \$ 349,244.65 |
| PCO CCF 088    | RCO-29 DTC & DLC Camera Deduct (Multi xis IP Cameras and Genetec licensens)                                                                                                              | 1/5/2026   | \$ (46,488.00) | \$ (46,488.00) | Approved | 1/27/2026  | Helm Electric                                        | \$1,919,482.35 | \$ 302,756.65 |

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| PCO CCF 089       | RCO-31 Add for Security Cable Change (RFI 265)                                                                                                 | 1/7/2026   | \$ 7,680.28  | \$ 7,680.28  | Approved | 1/27/2026 | Helm Electric                                                                                | \$1,911,802.07 | \$ 310,436.93 |
| PCO CCF 090       | HM Door Frames                                                                                                                                 | 1/12/2026  | \$ 4,435.00  | \$ 4,435.00  | Approved | 1/19/2026 | Jimmy'Z Masonry                                                                              | \$1,907,367.07 | \$ 314,871.93 |
| PCO CCF 059<br>R4 | ASI 013 R1 Door Revisions                                                                                                                      | 9/26/2025  | \$ 12,441.69 | \$ 12,441.69 | Approved | 2/5/2026  | Ruiz Construction<br>Systems;<br>Cardinal Glass Co                                           | \$1,894,925.38 | \$ 327,313.62 |
| PCO CCF 080R1     | DLC Wall and Sill Detail at S. Wall 2nd Fl                                                                                                     | 11/26/2025 | \$ 5,400.00  | \$ 5,400.00  | Approved | 2/6/2026  | Rockwell Group                                                                               | \$1,889,525.38 | \$ 332,713.62 |
| PCO CCF 092       | RFI #248 DLC Beam Issue                                                                                                                        | 1/15/2026  | \$ 14,423.47 | \$ 14,423.47 | Approved | 2/5/2026  | Ruiz Construction<br>Systems                                                                 | \$1,875,101.91 | \$ 347,137.09 |
| PCO CCF 085 R1    | RFI #128 DLC: Boiler and Water Heater Venting Issues as<br>Designed                                                                            | 12/9/2025  | \$ 1,102.50  | \$ 1,102.50  | Approved | 2/14/2026 | Miller Engineering<br>Co                                                                     | \$1,873,999.41 | \$ 348,239.59 |
| PCO CCF 091 R1    | ASI # 030 - HVAC soffit fin tube piping layout and sizing, and<br>supply duct addition                                                         | 1/13/2026  | \$ 9,144.07  | \$ 9,144.07  | Approved | 2/14/2026 | Miller Engineering<br>Co                                                                     | \$1,864,855.34 | \$ 357,383.66 |
| PCO CCF 093       | DTC East Wall Brick Masonry MEPFP Wall Penetrations                                                                                            | 1/20/2026  | \$ 3,556.00  | \$ 3,556.00  | Approved | 2/22/2026 | Miller Engineering<br>Co,<br>Helm Electric,<br>Nelson Fire<br>Protection,<br>Jimmy'Z Masonry | \$1,861,299.34 | \$ 360,939.66 |
| PCO CCF 100       | Per ASI 020 Rev. 1, provide demolition of existing storm<br>piping and reroute storm piping in accordance with the<br>revised drawings.        | 2/3/2026   | \$ 5,878.32  | \$ 5,878.32  | Approved | 2/22/2026 | Miller Engineering<br>Co                                                                     | \$1,855,421.02 | \$ 366,817.98 |
| PCO CCF 101       | Added Flashing at DTC RTU Roof Deck                                                                                                            | 2/4/2026   | \$ 3,920.00  | \$ 3,920.00  | Approved | 2/24/2026 | HC Anderson -<br>Roofing                                                                     | \$1,851,501.02 | \$ 370,737.98 |
| PCO CCF 094       | Temp Enclosures December (Remaining Amount Due)                                                                                                | 1/21/2026  | \$ 3,411.13  | \$ 3,411.13  | Approved | 3/8/2026  | Ruiz Construction<br>Systems                                                                 | \$1,848,089.89 | \$ 374,149.11 |
| PCO CCF 102       | ASI 036 provide ECE duct work, black SAT ceiling system and<br>add six concealed heads with black cover plates.                                | 2/11/2026  | \$ 10,083.60 | \$ 10,083.60 | Approved | 3/11/2026 | Nelson Fire;<br>Rockwell Group                                                               | \$1,838,006.29 | \$ 384,232.71 |
| PCO CCF 103       | DLC Vestibule 6107 Ceiling                                                                                                                     | 2/17/2026  | \$ 1,711.00  | \$ 1,711.00  | Approved | 3/11/2026 | Rockwell Group;<br>Helm Electric                                                             | \$1,836,295.29 | \$ 385,943.71 |
| PCO CCF 096 R1    | ASI #017 Costs Folding Grilles includes specifications for<br>manual folding grille located DLC food service area.                             | 1/26/2026  | \$ 16,704.10 | \$ 16,704.10 | Approved | 4/1/2026  | Ruiz Construction<br>Systems                                                                 | \$1,819,591.19 | \$ 402,647.81 |
| PCO CCF 106       | Added Low-Voltage Contacts for TCC<br>Add low-voltage temperature control contracts at 64<br>locations for integration with lighting controls. | 2/26/2026  | \$ 2,929.00  | \$ 2,929.00  | Approved | 4/1/2026  |                                                                                              | \$1,816,662.19 | \$ 405,576.81 |
| PCO CCF 107       | RFI #335 Costs DTC: Compressed Air Lines at Engine and<br>Diesel Lab Issues                                                                    | 3/2/2026   | \$ 1,447.68  | \$ 1,447.68  | Approved | 4/1/2026  | Miller Engineering<br>Co                                                                     | \$1,815,214.51 | \$ 407,024.49 |
| PCO CCF 108       | Per ASI 037, provide one full port resilient shutoff valve<br>before fire protection backflow preventer in the DLC and<br>DTC.                 | 3/2/2026   | \$ 5,627.44  | \$ 5,627.44  | Approved | 4/1/2026  | Miller Engineering<br>Co, Nelson Fire Prot                                                   | \$1,809,587.07 | \$ 412,651.93 |

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| PCO CCF 109    | Temp Enclosures labor and material January.                                                                                               | 3/3/2026  | \$ 6,590.95  | \$ <b>6,590.95</b>  | Approved | 4/10/2026 | Ruiz Construction Systems         | \$1,802,996.12 | \$ 419,242.88 |
| PCO CCF 110    | ASI 038 move mullion-mount intercom from exterior side of door 6107A to exterior 6107B                                                    | 3/18/2026 | \$ 5,214.00  | \$ <b>5,214.00</b>  | Approved | 4/10/2026 | Cardinal Glass; Helm Electric     | \$1,797,782.12 | \$ 424,456.88 |
| PCO CCF 111 R1 | DTC Electrical Devices at Building Entrances relocate align with outermost panel                                                          | 3/19/2026 | \$ 4,709.00  | \$ <b>4,709.00</b>  | Approved | 4/14/2026 | Helm Electric; Rockwell Group     | \$1,793,073.12 | \$ 429,165.88 |
| PCO CCF 112 R1 | RFI 310 DTC: Fireproofing at Fire Wall                                                                                                    | 3/23/2026 | \$ 8,906.00  | \$ <b>8,906.00</b>  | Approved | 4/14/2026 | Helm Electric; Rockwell Group     | \$1,784,167.12 | \$ 438,071.88 |
| PCO CCF 113    | CE #145 - DLC L-3<br>Per RFI #349: Miller is providing L-3 Bradley sink with top to North wall of lactation room. (Total length 70-3/4"). | 4/8/2026  | \$ 3,970.72  | \$ <b>3,970.72</b>  | Approved | 4/14/2026 | Miller Engineering Co             | \$1,780,196.40 | \$ 442,042.60 |
| PCO CCF 104    | DTC RFI 316                                                                                                                               | 2/24/2026 | \$ 817.00    | \$ <b>817.00</b>    | Approved | 4/24/2026 | Rockwell Group; Cardinal Glass    | \$1,779,379.40 | \$ 442,859.60 |
| PCO CCF 114    | DTC Added Tamper Valve                                                                                                                    | 4/9/2026  | \$ 2,405.00  | \$ <b>2,405.00</b>  | Approved | 4/24/2026 | Helm Electric                     | \$1,776,974.40 | \$ 445,264.60 |
| PCO CCF 095 R2 | DLC Flex Storage East Wall Floor Gap                                                                                                      | 1/23/2026 | \$ 1,023.88  | \$ <b>1,023.88</b>  | Approved | 6/1/2026  | Ruiz Construction Systems         | \$1,775,950.52 | \$ 446,288.48 |
| PCO CCF 105R4  | Technology OSI -The following reflects equipment changes and deletions requested in the AV equipment for both the DTC and DLC building.   | 2/24/2026 | \$ (283.00)  | \$ <b>(283.00)</b>  | Approved | 5/4/2026  | Helm Electric                     | \$1,776,233.52 | \$ 446,005.48 |
| PCO CCF 117    | Temp Enclosures February through March                                                                                                    | 4/16/2026 | \$ 10,900.03 | \$ <b>10,900.03</b> | Approved | 6/1/2026  | Ruiz Construction Systems         | \$1,765,333.49 | \$ 456,905.51 |
| PCO CCF 118    | RFI 363: Cloud Ceiling Finish<br>Per RFI 363: Prep and paint exposed ceiling above clouds in room 1200.                                   | 4/23/2026 | \$ 882.24    | \$ <b>882.24</b>    | Approved | 6/1/2026  | Ruiz Construction Systems         | \$1,764,451.25 | \$ 457,787.75 |
| PCO CCF 119    | RFI #016: DTC & DLC Required Slope at Floor Drains                                                                                        | 4/24/2026 | \$ 5,600.00  | \$ <b>5,600.00</b>  | Approved | 5/8/2026  | Northern Illinois Tile & Terrazzo | \$1,758,851.25 | \$ 463,387.75 |
| PCO CCF 120    | System Server Change: Helm to provide the following: Single server solution for both the DLC and DTC.                                     | 4/29/2026 | \$ 2,146.00  | \$ <b>2,146.00</b>  | Approved | 6/1/2026  | Helm Electric                     | \$1,756,705.25 | \$ 465,533.75 |
| PCO CCF 121    | Delete Auto Operators at DC 6105A and 6105B                                                                                               | 5/18/2026 | \$ (169.00)  | \$ <b>(169.00)</b>  | Approved | 6/1/2026  | Cardinal Glass Co                 | \$1,756,874.25 | \$ 465,364.75 |
| PCO CCF 123    | Repair Damage to Temporary Fence on west side of project-April 2026                                                                       | 5/20/2026 | \$ 831.40    | \$ <b>831.40</b>    | Approved | 6/1/2026  | Northern Illinois Service         | \$1,756,042.85 | \$ 466,196.15 |
| PCO CCF 122    | RFI 375 Boss Carpet                                                                                                                       | 5/18/2026 | \$ 8,282.00  | \$ <b>8,282.00</b>  | Approved | 6/8/2026  | Boss Carpet One                   | \$1,747,760.85 | \$ 474,478.15 |
| PCO CCF 124    | Temp Enclosures April                                                                                                                     | 5/22/2026 | \$ 5,620.06  | \$ <b>5,620.06</b>  | Approved | 6/9/2026  | Ruiz Construction Systems         | \$1,742,140.79 | \$ 480,098.21 |
| PCO CCF 125    | Tamper Switch (RFI 392)                                                                                                                   | 5/28/2026 | \$ 4,372.00  | \$ <b>4,372.00</b>  | Approved | 6/8/2026  | Helm Electric                     | \$1,737,768.79 | \$ 484,470.21 |
| PCO CCF 126    | RVC DTC Parts Washers                                                                                                                     | 5/27/2026 | \$ 10,647.00 | \$ <b>10,647.00</b> | Approved | 6/8/2026  | Helm Electric                     | \$1,727,121.79 | \$ 495,117.21 |
| PCO CCF 127    | Adjust Heads in Cloud Ceilings (RFI 358)                                                                                                  | 5/27/2026 | \$ 727.00    | \$ <b>727.00</b>    | Approved | 6/8/2026  | Nelson Fire Protection            | \$1,726,394.79 | \$ 495,844.21 |
| PCO CCF 128    | Unsuitable Soils Job Trailer Area & NEC by DLC Entrance                                                                                   | 5/28/2026 | \$ 57,096.30 | \$ <b>57,096.30</b> | Approved | 6/8/2026  | Northern Illinois Service         | \$1,669,298.49 | \$ 552,940.51 |

|                  |                                                                                                           |           |                |                       |          |           |                                                                    |                |               |
|------------------|-----------------------------------------------------------------------------------------------------------|-----------|----------------|-----------------------|----------|-----------|--------------------------------------------------------------------|----------------|---------------|
| PCO CCF 116      | DTC Roof Beam Repair                                                                                      | 4/15/2026 | \$ 13,213.00   | \$ <b>13,213.00</b>   | Approved | 6/26/2026 | Rockwell Group                                                     | \$1,656,085.49 | \$ 566,153.51 |
| PCO CCF 129      | DTC Fireproofing at Fire Wall - Shaft Wall Assembly Paint                                                 | 5/29/2026 | \$ 574.69      | \$ <b>574.69</b>      | Approved | 6/23/2026 | Ruiz Construction Systems                                          | \$1,655,510.80 | \$ 566,728.20 |
| PCO CCF 130      | Low Limit Locations for RTU (RFI 387, Credit)                                                             | 6/3/2026  | \$ (840.00)    | \$ <b>(840.00)</b>    | Approved | 6/16/2026 | Miller Engineering Co                                              | \$1,656,350.80 | \$ 565,888.20 |
| PCO CCF 132      | Omit Fine Grading and Turf Seeding Scope                                                                  | 6/4/2026  | \$ (24,840.00) | \$ <b>(24,840.00)</b> | Approved | 6/23/2026 | Northern Illinois Service                                          | \$1,681,190.80 | \$ 541,048.20 |
| PCO CCF 134      | Temp Enclosures May                                                                                       | 6/5/2026  | \$ 2,031.13    | \$ <b>2,031.13</b>    | Approved | 6/23/2026 | Ruiz Construction Systems                                          | \$1,679,159.67 | \$ 543,079.33 |
| PCO CCF 135      | DTC Fire Damper                                                                                           | 6/12/2026 | \$ 2,053.66    | \$ <b>2,053.66</b>    | Approved | 6/23/2026 | Miller Engineering                                                 | \$1,677,106.01 | \$ 545,132.99 |
| PCO CCF 136      | Add Panic Bar to Exit Gage                                                                                | 6/12/2026 | \$ 1,647.80    | \$ <b>1,647.80</b>    | Approved | 6/23/2026 | Northern Illinois Service                                          | \$1,675,458.21 | \$ 546,780.79 |
| PCO CCF 137      | Dumpster Allowance Usage June (Remaining Balance Due)                                                     | 6/22/2026 | \$ 2,458.80    | \$ <b>2,458.80</b>    | Approved | 6/29/2026 | Ruiz Construction                                                  | \$1,672,999.41 | \$ 549,239.59 |
| PCO CCF 138      | Temp Enclosures June                                                                                      | 6/22/2026 | \$ 1,705.73    | \$ <b>1,705.73</b>    | Approved | 6/29/2026 | Ruiz Construction                                                  | \$1,671,293.68 | \$ 550,945.32 |
| PCO CCF 139      | Builder's Risk Insurance Extension                                                                        | 6/23/2026 | \$ 5,813.00    | \$ <b>5,813.00</b>    | Approved | 6/29/2026 | Ringland Johnson Construction                                      | \$1,665,480.68 | \$ 556,758.32 |
| PCO CCF 140      | Overtime ROM - Glass & Glazing, Flooring, Capentry & General Trades, Ceiling                              | 6/25/2026 | \$ 14,998.14   | \$ <b>14,998.14</b>   | Approved | 7/2/2026  | Cardinal Glass; Boss Carpet One; Ruiz Construction; Rockwell Group | \$1,650,482.54 | \$ 571,756.46 |
| PCO CCF 141      | RFI #410: EV Lab 1504 Fire damper                                                                         | 6/29/2026 | \$ 2,672.65    | \$ <b>2,672.65</b>    | Approved | 7/13/2026 | Miller Engineering                                                 | \$1,647,809.89 | \$ 574,429.11 |
| PCO CCF 142      | Construction Manager Additional Fee                                                                       | 7/6/2026  | \$ 60,000.00   | \$ <b>60,000.00</b>   | Approved | 7/16/2026 | Ringland Johnson Construction                                      | \$1,587,809.89 | \$ 634,429.11 |
| PCO CCF 133      | General Clean Up May (Remaining Amount Due)                                                               | 6/30/2026 | \$ 7,471.00    | \$ <b>7,471.00</b>    | Approved | 7/25/2026 | Ruiz Construction                                                  | \$1,580,338.89 | \$ 641,900.11 |
| PCO CCF 144      | Temp Enclosures second half of June                                                                       | 7/15/2026 | \$ 1,378.92    | \$ <b>1,378.92</b>    | Approved | 7/31/2026 | Ruiz Construction                                                  | \$1,578,959.97 | \$ 643,279.03 |
| PCO CCF 145      | General Clean up June                                                                                     | 7/15/2026 | \$ 26,381.55   | \$ <b>26,381.55</b>   | Approved | 7/31/2026 | Ruiz Construction                                                  | \$1,552,578.42 | \$ 669,660.58 |
| PCO CCF 146      | ASI 039 Ductwork Grille and Fire Damper                                                                   | 7/17/2026 | \$ 3,742.68    | \$ <b>3,742.68</b>    | Approved | 7/31/2026 | Miller Engineering                                                 | \$1,548,835.74 | \$ 673,403.26 |
| PCO CCF 147      | RVC DLC Base Alternate (Credit)                                                                           | 7/17/2026 | \$ (861.00)    | \$ <b>(861.00)</b>    | Approved | 7/31/2026 | Boss Carpet One                                                    | \$1,549,696.74 | \$ 672,542.26 |
| PCO CCF 148      | RVC Camera reconcile - Site Construction Security Camera service (CREDIT)                                 | 7/17/2026 | \$ (1,800.00)  | \$ <b>(1,800.00)</b>  | Approved | 7/31/2026 | Ringland Johnson Construction                                      | \$1,551,496.74 | \$ 670,742.26 |
| PCO CCF 149      | Elevator protection - heat and monitor module                                                             | 7/22/2026 | \$ 10,860.50   | \$ <b>10,860.50</b>   | Approved | 8/1/2026  | Helm Electric; Nelson Fire Protection                              | \$1,540,636.24 | \$ 681,602.76 |
| CO-1-SF          | Landscaping - Semper Fi Land - Turf Seed Installation - Credit received on removed scope NISC PCO CCF 132 | 6/11/2026 | \$ 25,000.00   | \$ <b>25,000.00</b>   | Approved | 6/17/2026 | SEMPER FI LAND                                                     | \$1,515,636.24 | \$ 706,602.76 |
| * PCO CCF 150 R1 | CE#200 - Insulation                                                                                       | 7/27/2026 | \$ 8,208.00    | \$ <b>8,208.00</b>    | Approved | 8/20/2026 | American Igloo                                                     | \$1,507,428.24 | \$ 714,810.76 |

|                 |                                           |           |              |                     |          |           |                           |                |               |
|-----------------|-------------------------------------------|-----------|--------------|---------------------|----------|-----------|---------------------------|----------------|---------------|
| * PCO CCF 151R1 | Access control for SW Storage Parking Lot | 7/27/2026 | \$13,810.50  | <b>\$13,810.50</b>  | Approved | 8/6/2026  | Northern Illinois Service | \$1,493,617.74 | \$ 728,621.26 |
| * PCO CCF 152   | CO Devices Added in Boiler Rooms          | 7/29/2026 | \$ 7,644.00  | <b>\$ 7,644.00</b>  | Approved | 8/20/2026 | Helm Electric             | \$1,485,973.74 | \$ 736,265.26 |
| * PCO CCF 153   | Overtime for 07/18                        | 7/29/2026 | \$ 1,198.00  | <b>\$ 1,198.00</b>  | Approved | 8/20/2026 | Helm Electric             | \$1,484,775.74 | \$ 737,463.26 |
| * PCO CCF 154   | Add AV Equipment                          | 7/29/2026 | \$ 13,061.00 | <b>\$ 13,061.00</b> | Approved | 8/20/2026 | Helm Electric             | \$1,471,714.74 | \$ 750,524.26 |
| * PCO CCF 155   | DLC Brake Metal to Cover I-Beam           | 7/31/2026 | \$ 849.00    | <b>\$ 849.00</b>    | Approved | 8/20/2026 | Cardinal Glass            | \$1,470,865.74 | \$ 751,373.26 |
| * PCO CCF 157   | DTC Automotive - Replace Existing Sink    | 8/11/2026 | \$ 11,789.00 | <b>\$ 11,789.00</b> | Approved | 8/20/2026 | Miller Engineering Co     | \$1,459,076.74 | \$ 763,162.26 |
| * PCO CCF 158   | DLC Door Painted White                    | 8/11/2026 | \$ 400.00    | <b>\$ 400.00</b>    | Approved | 8/20/2026 | Ruiz Construction         | \$1,458,676.74 | \$ 763,562.26 |



# **FY2026 ANNUAL EMPLOYEE PERSONNEL UPDATE**

Board of Trustees Committee of the Whole Meeting  
September 8, 2026

Dr. Terrica Huntley, Vice President of Human Resources



# LAND ACKNOWLEDGEMENT

As an institution physically located in northern Illinois, we at Rock Valley College respectfully acknowledge and recognize our responsibility to the [seven] Indigenous nations who are the original and current caretakers of this land, water, and air.

Learn more at [RockValleyCollege.edu](https://RockValleyCollege.edu)

# **ABOUT RVC**

Rock Valley College is a comprehensive two-year community college in Rockford, Illinois, offering more than 100 courses for transfer, career programs, and certificates.

## **MISSION STATEMENT**

Rock Valley College empowers students and the community through lifelong learning.

## **VISION STATEMENT**

Rock Valley College empowers the community to grow as a society of learners through well-designed educational pathways that lead to further education, rewarding careers, cultural enrichment, and economic and technological development.

# THE FOUR PILLARS

Rock Valley College is guided by its 2022-2027 Strategic Plan which contains four strategic plan pillars.



# EXECUTIVE SUMMARY

## FY2026 ANNUAL HUMAN RESOURCES REPORT

- As of June 30, 2026, the college had a total of 413 full-time employees. This is a 5.46% increase from the past fiscal year.
- The college documented a total of 93 full-time employee appointments, which stayed consistent from the past fiscal year. 52 of the appointments made were new hires, while 41 were current employees assuming new roles.
- We had a total of 40 separations, 6 of which were retirements. Total separations decreased by 17 employees from FY2025 to FY2026. The college continues to evaluate each position individually to best meet the needs of students and our college as a whole.
- The full-time employee turnover rate was 9.69% for FY2026. Our turnover rate decreased by 4.91% compared with the previous fiscal year.

# EXECUTIVE SUMMARY CONTINUED

## FY2025 ANNUAL HUMAN RESOURCES REPORT

- One of our goals for the College is to have an employee group that is comparable in ethnicity and gender to the District in which we serve. We continue to monitor the disaggregated full-time employee population and evaluate ways to recruit diverse talent to serve our college, such as developing networking relationships with community groups to help increase our applicant pool.
- We will continue to promote exceptional training opportunities through the continuation of our Golden Eagles Blue and Gold Leadership Academies, expansion of Golden Eagles Gray Academy, DISC training, and Supervisor 101 and 201 Training.
- Human Resources continues to evaluate the healthcare needs of our employee population. In Spring 2026, RVC has been reviewing cost-saving methods to mitigate the consistently increasing costs of healthcare. The Insurance Committee will take an active role in reviewing opportunities to support our employees.

# FULL-TIME EMPLOYEE POPULATION

As of the end of FY 2026 (June 30, 2026), the following is the census of all full-time employees working for the College:

| Full-Time Employees           | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | % +/- from prior FY |
|-------------------------------|--------|--------|--------|--------|--------|---------------------|
| Faculty                       | 108    | 114    | 116    | 108    | 117    | 8.33%               |
| Administration                | 46     | 46     | 54     | 52     | 68     | 30.77%              |
| Professional Staff            | 108    | 128    | 129    | 127    | 120    | -5.51%              |
| Fraternal Order of Police     | 5      | 7      | 9      | 9      | 9      | 0                   |
| Educational Support Personnel | 13     | 12     | 10     | 9      | 9      | 0                   |
| Support Staff Association     | 85     | 83     | 87     | 86     | 90     | 4.65%               |
| Total Full-time Employees     | 365    | 390    | 405    | 391    | 413    | 5.63%               |

# FULL-TIME EMPLOYEE APPOINTMENTS

| Appointment Type       | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | % -/+ from prior FY |
|------------------------|--------|--------|--------|--------|--------|---------------------|
| New Hire               | 44     | 60     | 53     | 41     | 52     | 26.83%              |
| Reclassification       | 5      | 0      | 1      | 2      | 5      | 150%                |
| Promotion              | 16     | 11     | 25     | 25     | 7      | -72.00%             |
| Transfer               | 53     | 26     | 27     | 25     | 21     | -16.00%             |
| Part-time to Full-time | 5      | 1      | 0      | 0      | 8      | 100%                |
| Total Appointments     | 123    | 98     | 106    | 93     | 93     | 0%                  |

# FULL-TIME EMPLOYEE SEPARATIONS

| Separation Type   | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | % +/- from prior FY |
|-------------------|--------|--------|--------|--------|--------|---------------------|
| Retirements       | 14     | 9      | 5      | 18     | 6      | -66.67%             |
| Separations       | 42     | 41     | 36     | 39     | 34     | -12.82%             |
| Total Separations | 56     | 50     | 41     | 57     | 40     | -29.82%             |

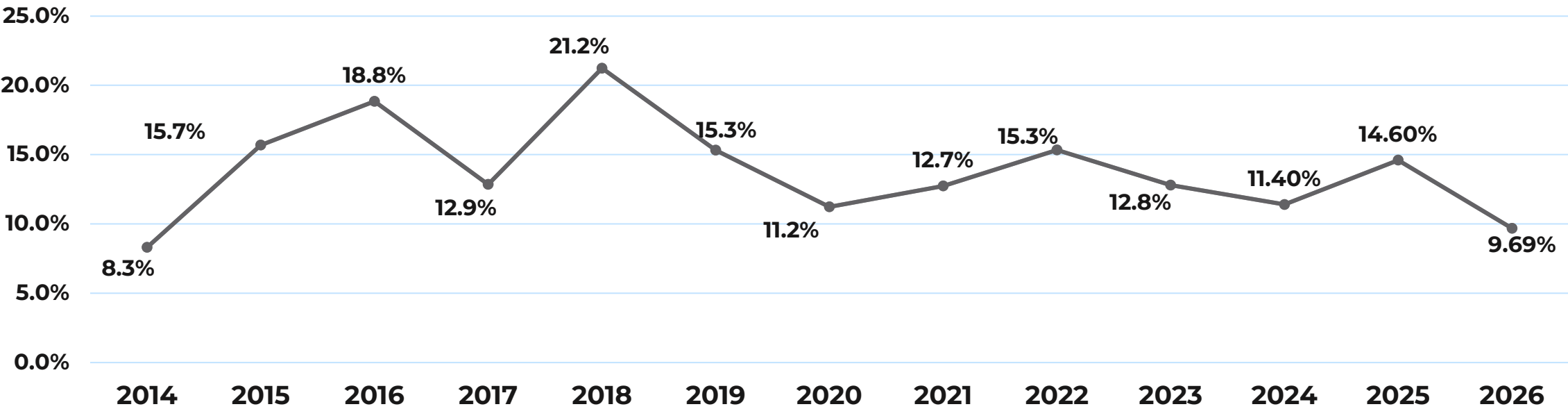
## FY 2026 by Workgroup and Reason

|            | Faculty |       | PSA |      | ADM |      | SSA |        | FOP |   | ESP |   | Total |       |
|------------|---------|-------|-----|------|-----|------|-----|--------|-----|---|-----|---|-------|-------|
| Reason     | #       | %     | #   | %    | #   | %    | #   | %      | #   | % | #   | % | #     | %     |
| Retirement | 1       | 33.3% | 2   | 10%  | 1   | 50%  | 2   | 13.33% | 0   | 0 | 0   | 0 | 6     | 15%   |
| Resigned   | 1       | 33.3% | 15  | 75%  | 1   | 50%  | 10  | 66.67% | 0   | 0 | 0   | 0 | 27    | 67.5% |
| Terminated | 1       | 33.3% | 3   | 15%  | 0   | 0    | 3   | 20%    | 0   | 0 | 0   | 0 | 7     | 17.5% |
| RIF/Layoff | 0       | 0     | 0   | 0    | 0   | 0    | 0   | 0      | 0   | 0 | 0   | 0 | 0     | 0     |
| Total      | 3       | 99.9% | 20  | 100% | 2   | 100% | 15  | 100%   | 0   | 0 | 0   | 0 | 40    | 100%  |

# FULL-TIME EMPLOYEE TURNOVER

|               | Total | Separated | Turnover Rate |
|---------------|-------|-----------|---------------|
| Faculty       | 117   | 3         | 02.56%        |
| PSA           | 120   | 20        | 16.67%        |
| ADM           | 68    | 2         | 02.94%        |
| SSA           | 90    | 15        | 16.67%        |
| FOP           | 9     | 0         | 0.00%         |
| ESP           | 9     | 0         | 0.00%         |
| Turnover Rate | 413   | 40        | 09.69%        |

2014 to Current RVC Turnover Percentage Rate



# FULL-TIME EMPLOYEE DEMOGRAPHICS

| Employee Demographics FY2026     |        |        |        |        |        |                       |                          |                                    |
|----------------------------------|--------|--------|--------|--------|--------|-----------------------|--------------------------|------------------------------------|
| Ethnicity                        | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | % -/+ from prior year | **RVC Demographic Region | *RVC Full-time Employee Population |
| Asian                            | 5      | 5      | 5      | 3      | 4      | 33.33%                | 3%                       | 0.97%                              |
| American Indian/Alaska Native    | 3      | 4      | 5      | 5      | 7      | 40.00%                | 0%                       | 1.69%                              |
| Black/African American           | 31     | 36     | 37     | 36     | 37     | 2.78%                 | 12%                      | 8.96%                              |
| Hispanic                         | 18     | 12     | 14     | 9      | 9      | 0.0%                  | 20%                      | 2.18%                              |
| White                            | 304    | 319    | 331    | 329    | 339    | 3.04%                 | 62%                      | 82.08%                             |
| Native American/Pacific Islander | 0      | 0      | 1      | 2      | 2      | 0%                    | 0%                       | 0.48%                              |
| Mid East/North African           | 0      | 0      | 0      | 0      | 0      | 0%                    | 0%                       | 0%                                 |
| Unknown                          | 4      | 10     | 10     | 14     | 15     | 7.14%                 | 3%                       | 3.63%                              |

FY2026  
\*Data from C1 reports submitted to ICCB in the previous Fall each year. Totals for this chart and the total number of full-time employees may vary.  
\*\*Data from Lightcast.io (Emsi) Q2 2026

# FULL-TIME EMPLOYEE DEMOGRAPHICS CONTINUED

## Full-Time Employees by Gender, Classification FY2026

| Classification             | 1 - Male | 2 - Female | Total |
|----------------------------|----------|------------|-------|
| 1 - Teaching Faculty       | 58       | 59         | 117   |
| 2 - Academic Support       | 9        | 20         | 29    |
| 3 - Administrative         | 27       | 30         | 57    |
| 4 - Supervisory            | 2        | 9          | 11    |
| 5 - Professional/Technical | 40       | 51         | 91    |
| 6 - Clerical               | 11       | 65         | 76    |
| 7 - Custodial/Maintenance  | 29       | 2          | 31    |
| 8 - Other                  | 0        | 1          | 1     |
| Totals                     | 176      | 237        | 413   |

# HUMAN RESOURCES KEY SUCCESSES IN FY2026

## **Talent Acquisition:**

- Researched new Applicant Tracking Systems. Collaborated with Finance to secure Paylocity to reduce manual operation of key processes.
- Boosted employer brand through increased usage of online tools such as LinkedIn Recruiter Lite.

## **Information Analysis**

- Used data to complete ICCB Reports and FOIA Requests to maintain compliance with applicable laws and statutes.
- Entered new positions and processed Payroll Processing Stipends to ensure timely onboarding of new hires.

## **Professional Development:**

- Successfully launched Golden Eagles Gray Tier cycle. Over 70 employees participated in selected sessions.
- Improved new-hire employee experience by increasing speakers and departmental exposure and cross-campus engagement.

## **Compensation and Benefits:**

- Coordinated rollout of Bloodborne Pathogens training requirements for designated employees.
- Evaluated healthcare solutions to assist in overcoming rising healthcare costs.

# QUESTIONS?

RVC is an equal opportunity educator and employer.  
For more information, visit [RockValleyCollege.edu](http://RockValleyCollege.edu).

## Project: Turf Athletic Fields - SITEWORK - Baseball, Softball, Soccer - Construction 2025-2026

Committee of the Whole: 9/08/2026

\*Denotes updated information from last presentation

**\$129,826.34**

| Change Order Number | Proposed Change Order # | Description                                                                                                                                                                                                                                                                            | Date Received | Amount Requested | Amount Approved | Status   | Date Approved                            | Company Name | Contingency Running Total |
|---------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|-----------------|----------|------------------------------------------|--------------|---------------------------|
| 1                   | PCO-1                   | Additional Cost for Builders Risk insurance policy required by Contract, was not in the contractors' original cost.                                                                                                                                                                    | 9/25/2025     | \$1,429.96       | \$1,429.96      | APPROVED | 10/21/2025<br>*Rev-1 approved 11/18/2025 | TEAM REIL    | \$128,396.38              |
| 1-S                 | PCO-1 S                 | Added two gates to fence at Soccer Field SOCCER                                                                                                                                                                                                                                        | 1/6/2026      | \$3,795.73       | \$3,795.73      | APPROVED | 1/30/2026                                | TEAM REIL    | \$124,600.65              |
| 2                   | PCO-004                 | Rev 3 - Softball - Demo concrete flatwork at Softball both dugouts.                                                                                                                                                                                                                    | 4/6/2026      | \$2,834.34       | \$2,834.34      | APPROVED | 4/14/2026                                | TEAM REIL    | \$121,766.31              |
| 3                   | PCO-007                 | This construction bulletin provides updates to drawings to give direction on the approval to expand the left field and right field outfield berm for spectator seating. Total amount identified in the CO will result in no change to the contract. \$0 Zero dollars cost.<br>SOFTBALL | 4/29/2026     | \$0.00           | \$0.00          | APPROVED | 5/7/2026                                 | TEAM REIL    | \$121,766.31              |
| 4                   | PCO-008                 | Fence sections and Gates added - total of 2 - BASEBALL                                                                                                                                                                                                                                 | 6/12/2026     | \$11,381.50      | \$11,381.50     | APPROVED | 7/2/2026                                 | TEAM REIL    | \$110,384.81              |
| 5                   | PCO-009                 | Fence sections and Gates added - total of 2 - SOFTBALL                                                                                                                                                                                                                                 | 6/12/2026     | \$10,414.07      | \$10,414.07     | APPROVED | 7/2/2026                                 | TEAM REIL    | \$99,970.74               |
| 6                   | PCO-019                 | Concrete and Dugout - 1st Base side only - BASEBALL                                                                                                                                                                                                                                    | 6/23/2026     | \$11,395.16      | \$11,395.16     | APPROVED | 7/2/2026                                 | TEAM REIL    | \$88,575.58               |
| 7                   | PCO-005                 | Concrete and Dugout - 1st Base side only - SOFTBALL                                                                                                                                                                                                                                    | 6/12/2026     | \$4,865.59       | \$4,865.59      | APPROVED | 7/2/2026                                 | TEAM REIL    | \$83,709.99               |
| 8                   | PCO-020                 | Remove and Replace concrete at 3rd base dugout - SOFTBALL                                                                                                                                                                                                                              | 7/2/2026      | \$11,463.45      | \$11,463.45     | APPROVED | 7/7/2026                                 | TEAM REIL    | \$72,246.54               |
| 2-S                 | PCO-003 S               | SOCCER<br>Potential Change Order #003: CE #004 Install Concrete Pad Inside Fence at Press Box                                                                                                                                                                                          | 7/20/2026     | \$16,662.52      | \$16,662.52     | APPROVED | 8/3/2026                                 | TEAM REIL    | \$55,584.02               |
| * 9                 | PCO-021                 | PCO #021: CE #024 - Fuel Surcharges – BASEBALL & SOFTBALL Fields                                                                                                                                                                                                                       | 6/29/2026     | \$ 14,703.04     | \$ 14,703.04    | APPROVED | 8/25/2026                                | TEAM REIL    | \$40,880.98               |
| * 10                | PCO-022                 | PCO #022: CE #025 - Lower Outfield Softball Fencing SOFTBALL                                                                                                                                                                                                                           | 8/24/2026     | \$ 6,525.01      | \$ 6,525.01     | APPROVED | 8/26/2026                                | TEAM REIL    | \$34,355.97               |
| * 11                | PCO-025                 | PCO #025: CE #028 - Add Bottom Tension Wire at Existing Outfield Fence/Repair / Replace Damaged Chain<br>Link Fence Sections<br>BASEBALL                                                                                                                                               | 8/25/2026     | \$ 3,983.53      | \$ 3,983.53     | APPROVED | 8/26/2026                                | TEAM REIL    | \$30,372.44               |

## Personnel Report

### A. Appointments

\_\_\_\_\_, Integrated Reading and Writing, Temporary Full-time, FAC, Lane \_\_, Step \_\_, \$\_\_\_\_\_, effective \_\_\_\_\_.

\_\_\_\_\_, Nursing Faculty, Full-time, FAC, Lane \_\_, Step \_\_, \$\_\_\_\_\_, effective \_\_\_\_\_.

\_\_\_\_\_, Welding Faculty, Full-time, FAC, Lane \_\_, Step \_\_, \$\_\_\_\_\_, effective \_\_\_\_\_.

### B. Departures

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Howard J. Spearman, Ph.D.  
President

# ROCK VALLEY COLLEGE 2026 - AT A GLANCE CAMPUS FACILITY EVENTS

| Date             | Event                                                              | Staff | Student | Athletic | Community |
|------------------|--------------------------------------------------------------------|-------|---------|----------|-----------|
| <b>September</b> |                                                                    |       |         |          |           |
| 9/1/2026         | Turntable Tuesday - SSC MCC, 12pm                                  | x     | x       |          |           |
| 9/1/2026         | First Tuesday Lecture - SSC Atrium, 5:30pm                         | x     | x       |          | x         |
| 9/2/2026         | Hispanic alumni Panel - SSC Atrium, 11am                           | x     | x       |          |           |
| 9/8/2026         | Professional Development Day - PEC Gym, 8am                        | x     |         |          |           |
| 9/10/2026        | BSU & BMCI Welcome Back Cookout & Movie - SSC Gazebo, 5pm          | x     | x       |          |           |
| 9/11/2026        | ISRC Chapter 6 Respiratory Care Conference - SSC Atrium, 7:30am    | x     | x       |          | x         |
| 9/11/2026        | 25 Years Later: Remembering 9/11 - ERC PAR, 1pm                    | x     | x       |          | x         |
| 9/12/2026        | Midwest College Elite MBB Camp - PEC Gym, 9am                      | x     | x       | x        | x         |
| 9/13/2026        | Veteran's Association Car Show - WTC Parking lot, 10am             | x     | x       |          | x         |
| 9/14/2026        | ACT College & Career Readiness Workshop - SSC Atrium, 9am          |       |         |          | x         |
| 9/14/2026        | First Generation Speaker Series - SSC MCC, 12pm                    | x     | x       |          |           |
| 9/14/2026        | Homecoming Karaoke Kickoff - SSC Atrium, 1:30pm                    | x     | x       |          |           |
| 9/15/2026        | Turntable Tuesday - SSC MCC, 12pm                                  | x     | x       |          |           |
| 9/15/2026        | eSports Game Day - SSC Atrium, 2:30pm                              | x     | x       |          |           |
| 9/16/2026        | NIU Engineering @ RVC Internship & Job Fair - WTC Lobby, 3:30pm    | x     | x       |          | x         |
| 9/16/2026        | Massage Therapy Graduation - HSC Lobby, 6pm                        | x     | x       |          | x         |
| 9/19/2026        | Lifescape Senior Expo - PEC Gym, 9am                               | x     | x       |          | x         |
| 9/22/2026        | eSports Game Day - SSC Atrium, 2:30pm                              | x     | x       |          |           |
| 9/22/2026        | Friends of Starlight Reception - SSC Atrium, 5:30pm                | x     | x       |          | x         |
| 9/23/2026        | State University Transfer Day - ERC Commons, 11am                  | x     | x       |          | x         |
| 9/23/2026        | Wellness Wednesday: Suicide Awareness - SSC Atrium, 12pm           | x     | x       |          | x         |
| 9/23/2026        | Athletic Field Ribbon Cutting Ceremony - Athletic Fields, 12:30pm  | x     | x       |          | x         |
| 9/26/2026        | Members Alliance Community Funfest - PKLT 1, 11am                  | x     | x       |          | x         |
| 9/27/2026        | Boone County Cars for CASA - ATC PKLT, 12pm                        | x     | x       |          | x         |
| 9/29/2026        | Turntable Tuesday - SSC MCC, 12pm                                  | x     | x       |          |           |
| 9/29/2026        | eSports Game Day - SSC Atrium, 2:30pm                              | x     | x       |          |           |
| <b>October</b>   |                                                                    |       |         |          |           |
| 10/1/2026        | Golden Eagles Family Breakfast - DTWC Conference Space, 8am        | x     | x       |          | x         |
| 10/1/2026        | The Haunted History of the Tinker Swiss Cottage - ERC Commons, 1pm | x     | x       |          |           |
| 10/3/2026        | Making Strides Against Breast Cancer - Grounds, 7am                |       |         |          | x         |
| 10/5/2026        | First Generation Speaker Series - SSC Atrium, 12pm                 | x     | x       |          |           |
| 10/6/2026        | IACAC College Fair - PEC Gym, 4pm                                  | x     | x       |          | x         |
| 10/6/2026        | First Tuesday Lecture - SSC Atrium, 5:30pm                         | x     | x       |          | x         |
| 10/08 - 10/09    | Model UN Conference - SSC & PEC & WTC, 9am                         | x     | x       |          | x         |
| 10/8/2026        | Phlebotomy Pinning Ceremony - HSC Lobby, 6pm                       | x     | x       |          | x         |
| 10/10/2026       | RVC MBB Jamboree - PEC Gym, 8am                                    | x     | x       | x        | x         |
| 10/10/2026       | Out of Darkness Rockford Area Walk - WTC GRDS, 10am                | x     | x       |          | x         |
| 10/10/2026       | Downtown West Campus Community Day - DTWC Grds, 11am               | x     |         |          | x         |
| 10/11/2026       | WBB JUCO Jamboree - PEC Gym, 7am                                   | x     | x       | x        | x         |
| 10/12/2026       | Midterm Mania: De-stress Fest - SSC Atrium, 11am                   | x     | x       |          |           |
| 10/13/2026       | Midterm Mania: Pilates - SSC Atrium, 11am                          | x     | x       |          |           |
| 10/13/2026       | Turntable Tuesday - SSC MCC, 12pm                                  | x     | x       |          |           |
| 10/13/2026       | eSports Game Day - SSC Atrium, 2:30pm                              | x     | x       |          |           |
| 10/13/2026       | Play Reading Series - ERC PAR, 6pm                                 | x     | x       |          | x         |
| 10/14/2026       | Midterm Mania: Soul Food Social - SSC Atrium, 11am                 | x     | x       |          |           |

# ROCK VALLEY COLLEGE 2026 - AT A GLANCE CAMPUS FACILITY EVENTS

| Date                 | Event                                                                 | Staff | Student | Athletic | Community |
|----------------------|-----------------------------------------------------------------------|-------|---------|----------|-----------|
| <b>October cont.</b> |                                                                       |       |         |          |           |
| 10/14/2026           | Prenatal Myth Busters & Sideling Refresher - HSC Lobby, 5pm           | x     | x       |          |           |
| 10/15/2026           | Funding Forward Conference - DTWC Conference Space, 8am               | x     | x       |          | x         |
| 10/15/2026           | Healthcare Career Fair - SSC Atrium, 2pm                              | x     | x       |          | x         |
| 10/16/2026           | GRCC Leadership of Rockford - PEC 0110, 8:30am                        |       |         |          | x         |
| 10/16/2026           | CEANCI National Manufacturing Day - ATC, 9am                          |       |         |          | x         |
| 10/17/2026           | Fall Scholar Success Summit - SSC Atrium, 1pm                         | x     | x       |          | x         |
| 10/20/2026           | eSports Game Day - SSC Atrium, 2:30pm                                 | x     | x       |          |           |
| 10/21/2026           | PICU College Fair - SSC Atrium, 10am                                  | x     | x       |          | x         |
| 10/22/2026           | Starlight Volunteer Luncheon - SSC Atrium, 11am                       | x     | x       |          | x         |
| 10/22/2026           | Manufacturing Career Fair - ATC Flex Lab, 2pm                         | x     | x       |          | x         |
| 10/23/2026           | High School Counselor Update - DLC CER, 7:30am                        |       |         |          | x         |
| 10/23/2026           | Brother to Brother Conference - SSC Atrium, 9am                       | x     | x       |          | x         |
| 10/23/2026           | PTK Induction Ceremony - SSC Atrium, 7pm                              | x     | x       |          | x         |
| 10/24/2026           | Rotary Community End Polio Now Awareness Walk - PKLT 01, 10am         |       |         |          | x         |
| 10/27/2026           | Turntable Tuesday - SSC MCC, 12pm                                     | x     | x       |          |           |
| 10/27/2026           | eSports Game Day - SSC Atrium, 2:30pm                                 | x     | x       |          |           |
| 10/29/2026           | Operations Gratitude Luncheon - SSC Atrium, 9am                       | x     |         |          |           |
| 10/30/2026           | Trunk or Treat - PKLT 1, 6pm                                          | x     | x       |          | x         |
| <b>November</b>      |                                                                       |       |         |          |           |
| 11/2/2026            | First Generation Speaker Series - SSC Atrium, 12pm                    | x     | x       |          |           |
| 11/3/2026            | First Tuesday Lecture - SSC Atrium, 5:30pm                            | x     | x       |          | x         |
| 11/5/2026            | HCCTP Completion Ceremony - SSC Atrium, 1pm                           | x     | x       |          | x         |
| 11/05 - 11/07        | RVC Fall Play 1984 - ERC PAR, 7:30pm                                  | x     | x       |          | x         |
| 11/06 - 11/07        | IDHA Annual Educational Session - SSC Atrium, 8am                     | x     | x       |          | x         |
| 11/7/2026            | Veteran's 5k Run - PKLT 10, 10am                                      | x     | x       |          | x         |
| 11/8/2026            | RVC Fall Play 1984 - ERC PAR, 2pm                                     | x     | x       |          | x         |
| 11/10/2026           | Turntable Tuesday - SSC MCC, 12pm                                     | x     | x       |          |           |
| 11/10/2026           | eSports Game Day - SSC Atrium, 2:30pm                                 | x     | x       |          |           |
| 11/11/2026           | Veteran's Day Celebration - SSC Atrium, 12pm                          | x     | x       |          | x         |
| 11/12/2026           | TRiO Friendsgiving - SSC Atrium, 11am                                 | x     | x       |          | x         |
| 11/13/2026           | Multicultural International Showcase - SSC Atrium, 6pm                | x     | x       |          | x         |
| 11/14/2026           | Art in the Family Showcase - SSC Atrium, 10am                         |       |         |          | x         |
| 11/17/2026           | Association of Fundraising Professionals Conference -DLC CER, 10:30am |       |         |          | x         |
| 11/17/2026           | eSports Game Day - SSC Atrium, 2:30pm                                 | x     | x       |          |           |
| 11/18/2026           | Wellness Wednesday: Change your Habits - SSC Atrium, 12pm             | x     | x       |          |           |
| 11/19/2026           | Student Life Friendsgiving - SSC Atrium, 11am                         | x     | x       |          |           |
| 11/24/2026           | eSports Game Day - SSC Atrium, 2:30pm                                 | x     | x       |          |           |