



Office of the President

Board of Trustees of John Wood Community College
Counties of Adams, Pike, Hancock, Calhoun,
Schuyler, Brown, Morgan, Scott, Cass
and State of Illinois

PHONE CONFERENCE:

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*The meeting will begin **at 6:00 o'clock P.M.** Requests for public comment may be submitted in accordance with board policy or by calling Leah Benz at (217) 641-4102 or by email at lbenez@jwcc.edu and arrangements will be made to allow public comment through teleconferencing.*

Date: **07.24.24 BOARD OF TRUSTEES REGULAR MEETING**

Location: Board Room, Student Administrative Center, 1301 South 48th Street, Quincy, IL 62305

Time: **6:00 P.M.**

AGENDA

Page

- 1. Call to Order/Appointment of Assistant Secretary**
- 2. Roll Call**
- 3. Pledge of Allegiance; Mission Statement** – JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value
- 4. Introduction**
 - Amy Baker, Chief Human Resources Officer
 - Deb Currier, Academic & Success Coach
 - Jeffrey Grawe, Campus Police Officer
 - Stephanie Powell, Maintenance Technician, Floors
 - Alison Schagmeyer Belger, Head Women's Basketball Coach, Assistant Athletic Director
 - Natalya Sorensen, Administrative Specialist, Adult & Community Education

July 24, 2024, Board of Trustees Regular Meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning



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5. **Special Report**
6. **Consideration of Items from the Floor - None**
7. **Public and/or Employee Comment**
- 7.1 **PUBLIC HEARING OF THE FY25 BUDGET - OPEN**
8. **President and Committee Reports**
- 8.1 **ICCTA/West Central Region Report** – *Dr. Randy Greenwell ICCTA representative, Mr. Don Hess, first alternate* Table Folder
- 8.2 **Board Executive Committee Report** – *Mr. Bob Rhea, Mr. Andy Sprague, Ms. Paula Hawley* Table Folder
- 8.3 **Board Curriculum Committee Report** – *Mr. Don Hess, Dr. Randy Greenwell* Table Folder
- 8.4 **Board Finance and Audit Committee Report** – *Mr. Larry Fischer, Ms. Angela Greger* Table Folder
- 8.5 **Student Trustee Report** – *Mr. Kannon Dickerman*
- 8.6 **Administration Report** – *Dr. Bryan Renfro*
9. **Consent Agenda**
Consent business Items
- 9.1 Request approval of 06.18.24 regular Board meeting minutes 1-12
- 9.2 Request approval of bills for June payment **Finance and Audit Committee**
- 9.3 Request approval of trustee & employee travel expenditures for June **Finance and Audit Committee**
10. **Grant items**
- 10.1 Request authorization to accept grant funds from Illinois Community College Board for the Rev Up EV Capacity Building Project - **Amount of Acceptance: \$90,000** 13
- 10.2 Request authorization to accept grant funds from Illinois Department on Aging for Retired Senior Volunteer Program- **Amount of Acceptance: \$49,547** 14

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10.3	Request authorization to submit a grant application to Department of Education for Student Support Services (TRIO)– Amount Requested: \$389,975 or \$1,949,875 for a total of 5 years	15-16
10.4	Request authorization to submit a grant application to Illinois Community College Board or the FY25 Pipeline for the Advancement of Healthcare Workforce (PATH) Amount Requested: \$197,255	17
10.5	Request authorization to submit a grant application to the Illinois Community college Board for FY25 Perkins Amount Requested: \$167,780	18
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11.1.2	Request approval of the Fiscal Year 2025 resolution and certificate adopting the annual budget – Public Hearing of the Budget	19-40
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11.4	Request authorization to enter into a lease agreement with the Regional Office of Education at the Southeast Education Center	59-61
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11.6	Request authorization to enter into an agreement with Architechnics Inc. for science lab renovation	66-97
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15. Other Items

16. Closed Session

- .16.1 A closed session will be necessary to consider the appointment, employment, discipline, performance, or dismissal of specific employees of the public body.

17. Resume Open Session

18. Open Session Matters

Approve any matter discussed in closed session as necessary and limited to those matters authorized for discussion in closed session by motion of the Boards specifically including but not limited to, the hiring, including non-contractual, contract approval, and contract amendment, release, discharge, discipline, transfer, resignation, and retirement of staff

19. Adjournment

"The agenda may refer to addenda, reports, presentations, or other documents. These are available in the board Packet and are incorporated by reference. The packet is available from the President's office and may be posted on the website with the agenda."

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Date: **06.18.24** Board of Trustees Meeting

RE: **BOARD MEETING MINUTES**

Location: Board Room, Student Administrative Center, 1301 S. 48th Street Quincy Illinois 62305

1. Call to Order/Appointment of Assistant Secretary

The **06.18.24** Board of Trustees meeting was called to order in the Board Room, 1301 S. 48th Street, Quincy, Illinois, 62305 at 6:00 p.m. by Mr. Bob Rhea, chair. Mr. Rhea appointed Ms. Benz assistant secretary.

2. Roll Call

Ms. Benz called roll:

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman			X	
Ms. Greger			X	
Mr. Hess			X	
Mr. Sprague			X	
Ms. Hawley			X	
Dr. Greenwell			X	
Mr. Fischer			X	
Mr. Rhea			X	
Voice Vote				

Attendees: Dr. Bryan Renfro, Ms. Leah Benz, Mr. David Penn, Dr. Shelley Barkley, Ms. Sarah Straza, Ms. Lisbeth Lefler, Ms. Courtney Loos, Mr. David Hetzler, Mr. Joshua Brueck, Ms. Mounika Yadlapalli, Ms. Julie Quinn, Ms. Ruby Fesler, Ms. Rachell Hansen, Mr. Dan Stupavsky, and Ms. Amy Hustead.

3. Pledge of Allegiance; Mission Statement – Pledge of Allegiance was said. Mr. Kannon Dickerman shared the mission statement of the College.

4. Introductions

- Mounika Yadlapalli, Systems Analyst, IT department
- Ruby Fesler, Specialist, Advising & Retention PT

5. Special Report – A special report was given by staff members from their Caring Campus committee. A brief explanation was given of why caring campus. The goal is to improve on what we already do. Seven Behavioral Commitments have been identified. They are:

- Reaching Out Upon Enrollment
- First Week Greetings
- First Two-Week Check-Ins
- Nametags

06.18.24 Board of Trustees meeting

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- 10-Foot Rule
- Warm Referrals
- Cross-Department Awareness

A brief explanation outlining an implementation plan. Three professional development sessions are scheduled with the first to take place on July 17. Blazers at their Best nominating system will be incorporated. Faculty portion will begin in the fall with a Spring roll out. This is to show our students that our staff and faculty stand behind the JWCC Mission, Vision, Strategic Goals, and Core Values.

6. **Consideration of Items from the Floor** - None

7. **Public and/or Employee Comment** - None

8. **President and Committee Reports**

8.1 **ICCTA/West Central Region Report** – *Dr. Randy Greenwell, ICCTA representative, Mr. Don Hess first alternate* No report.

8.2 **Board Executive Committee Report** – *Mr. Bob Rhea, Mr. Andy Sprague, Ms. Paula Hawley*
The Executive Committee met on Thursday, June 13, 2024, in room C252 at 1:30 pm. Attendees were Mr. Bob Rhea and Mr. Andy Sprague; trustees via Zoom. Ms. Paula Hawley; trustee, was absent. Dr. Bryan Renfro; president, and Ms. Leah Benz; notetaker, present.

The committee reviewed the June Board agenda items which included:

- Approval of Fiscal Year 2025 tentative budget resolution
- Adoption of the School Treasurer's Bond with THE HARTFORD through the Illinois Community College Risk Management Consortium Bonding - 9 million
- Approval of student account Write Offs RE: \$12,763
- Approval to renew the United Way partner agreement for FY2025

Grant Agenda items included:

- Acceptance of grant funds from United Way of Adams County for RSVP Support Grant – Amount \$5,000
- Acceptance of grant funds from Illinois Community College Board for Trades School Grant ROUND #2 \$278,511
- Application to renew the United Way Partner agreements for FY2025

Other items discussed included:

Personnel/Closed Session Items:

- Informing of the recent new hire of our Chief Human Resource Officer – Amy Baker.

Discussion Items:

06.18.24 Board of Trustees meeting

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- **Equity Plan** – the State of Illinois required community colleges to submit an equity plan. With the assistance of the DEI committee, a plan developed and submitted by the May 31, 2024, deadline. A copy was shared with the Executive Committee.
- **TIF Extension of Pittsfield Tax Increment Financing District** – Dr. Renfro reported the mayor of the City of Pittsfield sent correspondence to the College requesting a letter of support from the John Wood Community College Board of Trustees to C. D. Davidsmeyer and State Senator Jil Tracy on extending the life of the TIF District for a twelve (12) year legislative extension which would end with tax year 2043 for taxes paid and received by the City in 2044. The Executive Committee recommendation to the Board of Trustees is to submit correspondence as requested.

The committee heard a leadership retreat will be held at Sprague's Kinderhook Lodge on June 27, 28.

8.3 Board Curriculum Committee Report - *Mr. Larry Fischer, Ms. Angela Greger.*

No curriculum committee was held for June.

8.4 **Board Finance and Audit Committee Report – Dr. Randy Greenwell, Mr. Andy Sprague** – The Finance and Audit Committee met on Wednesday, June 12, 2024, at 2:00 p.m., at John Wood Community College. Present were Dr. Bryan Renfro; president, Josh Welker; dean of business services & institutional effectiveness, Mr. Larry Fischer; trustee and Jenny Venvertloh; notetaker. Ms. Angela Greger was absent.

Bills for payment, travel requests, financials, board budget, and investments were reviewed and discussed.

June Board agenda items discussed.

- **Tentative Budget** – the tentative budget was reviewed. The proposed budget is balanced. Some key items from the budget:
Operating revenue projections include:
 - State funding of \$2,464,961 and represents 12.9% of total revenues.
 - Tuition revenue based on 38,500 credit hours which represents an increase of 1,000 credit hours from FY2024 budgeted credit hours.
 - Local property tax levy of \$6,258,097 based on a tax rate that is estimated to be approximately 1 cent (2.2%) lower and represents 32.8% of total revenues.



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- Corporate Personal Property Replacement Tax revenue of \$1,000,000 which is the same amount budgeted in FY2024 but \$114,000 less that was is expected to be received in FY2024.
- No tuition or universal fee increase.

Operating expenditure projections include:

- All contractual obligations including all debt payments.
 - Faculty and staff salary increases of approximately 3.25% for all Board-approved positions plus additional staff raises stemming from compensation reviews.
 - Funding for reorganizational plans from all service areas as recommended by the President.
- School Treasurer's Bond – The treasurer of the college is required to be bonded. The level of bonding is \$9 million. A recommendation is being taken to approve this bond level.
- Student Account Write Offs - A recommendation will be taken to the Board to approve student account write-offs.

8.5 **Student Trustee Report – Mr. Kannon Dickerman** – Mr. Dickerman reported blazer dates to connect with students was established. Officers held a meeting to develop dates for next year.

8.6 **Administration Report - Dr. Renfro** – The proposed budget is gear for the best options for students to access higher education. Half of our students attend free through grants, scholarships, access to federal funds, and our pathways to promise scholarship opportunities. Our recent trellis survey shows students struggle with financing, food, housing, and an unreliable mode of transportation.

JWCC is proposing to enter into two lease agreements with Bella Ease at 721 Broadway, and a second partnership for support in Pittsfield and Mt. Sterling with their services.

The College submitted an equity plan as required by the state on May 31.

Pathways show students have more initial support to navigate the college landscape

9. **Consent Agenda** **Consent business**

- 9.1 Request approval of 05.22.24 Board regular meeting minutes and 06.07.24 retreat minutes
- 9.2 Request approval of bills for payment for May **Finance and Audit Committee**
- 9.3 Request approval of monthly financial statements for May **Finance and Audit Committee**

06.18.24 Board of Trustees meeting

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9.4 Request approval of trustee and employee travel expenditures for May **Finance & Audit Committee**

Motion: *Approval of consent agenda items.*

Moved by: Mr. Sprague

Seconded by: Ms. Gregor

Discussion:

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

10. **Grant Items - All grants were presented under one motion.**

10.1 *Request authorization to accept grant funds from United Way of Adams County for RSVP Support Grant – Amount of Acceptance \$5,000*

Moved by: Dr. Greenwell

Seconded by: Ms. Hawley

Discussion: This grant is for funding from the United Way of Adams County Annual Campaign. As a partner agency of the United Way, RSVP receives funding to support our Carryout Caravan, Friendly Caller and Medical Transportation Programs. During FY24, the program served 265 volunteers in Adams County who performed 42,557 hours of volunteers' service in Adams County.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

06.18.24 Board of Trustees meeting

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10.2 Request authorization to accept grant funds from Illinois Community College Board for Trades School Grant Program – Amount of Acceptance: \$278,511

Moved by:

Seconded by:

Discussion: Round #2 will build on the high school dual credit work developed in Round #1 (6/01/23-6/30/24), focusing on career exploration, pathways to credentials, and work-based learning to prepare HS students for opportunities in trades programs. Round #2 project will expand career exploration, credential opportunities, and work-based learning for HS students in the fields of welding and CNA, and adds career fields truck driver training, robotics, and computer science. Project will require strong partnerships with area high schools and sector industries.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

10.3 Request authorization to submit a grant application to Illinois Community College Board for the Rev Up EV Capacity Building Project Amount Requested: \$90,000

Moved by:

Seconded by:

Discussion: EV Capacity Building project will enhance JWCC's infrastructure, expand training programs, and foster industry partnerships to develop a clean energy program model that will represent the clean transportation workforce needs of the area. Focus of project will be an EV education and awareness campaign to engage the community and the automotive/transportation industry.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			

06.18.24 Board of Trustees meeting

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Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

11. **Business**

11.1 **MOTION:** *Request approval of the Fiscal Year 2025 tentative budget resolution*

Moved by: Mr. Fischer

Seconded by: Mr. Hess

Discussion: The proposed budget is balanced with operating revenue and expenditures of \$19,058,123. This is an increase from the fiscal year 2024 budget of \$1,044,855. Highlights no increase tuition – million higher, tax rate down by 1% -

Operating revenue projections include:

- State funding of \$2,464,961 and represents 12.9% of total revenues.
- Tuition revenue based on 38,500 credit hours which represents an increase of 1,000 credit hours from FY2024 budgeted credit hours.
- Local property tax levy of \$6,258,097 based on a tax rate that is estimated to be approximately 1 cent (2.2%) lower and represents 32.8% of total revenues.
- Corporate Personal Property Replacement Tax revenue of \$1,000,000 which is the same amount budgeted in FY2024 but \$114,000 less that was is expected to be received in FY2024.
- No tuition or universal fee increase.

Operating expenditure projections include:

- All contractual obligations including all debt payments.
- Faculty and staff salary increases of approximately 3.25% for all Board-approved positions plus additional staff raises stemming from compensation reviews.
- Funding for reorganizational plans from all service areas as recommended by the President.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			



Office of the President

Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

11.2 MOTION: *Request adoption of the School Treasurer's Bond with THE HARTFORD through the Illinois Community College Risk Management Consortium*

Moved by: Ms. Hawley
Seconded by: Dr. Greenwell

Discussion: Based upon Illinois Statue 110 ILCS 805/3-19, the treasurer of the community college district is required to be bonded. The Illinois Community College Risk Management Consortium has contracted with The Hartford to provide this coverage to its members. The level of bonding is \$9,000,000.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

11.3 MOTION: *Request approval of student account Write Offs Amount: \$12,763.19*

Moved by: Dr. Greenwell
Seconded by: Mr. Sprague

Discussion: Accounts are written off when they are deemed uncollectible. The amounts below include accounts that have been submitted to a collection service, or to the Illinois Local Debt Recovery Program, as well as accounts less than \$25.00 that have not been sent out for collection. Per Board Policy, students whose account balance has been written off are not allowed to register for classes until the indebtedness is paid in full.

The total requested to be written off is \$12,763.19. Any future recoveries of these accounts will be receipted into Miscellaneous Collection Revenue.

Fiscal Year 2024

06.18.24 Board of Trustees meeting

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Student Tuition and Fees \$ 11,095.27

Bookstore Only Charges \$ 1,667.92

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

11.4 MOTION: *Request approval to renew the United Way Partner agreement for FY2025*

Moved by: Ms. Greger

Seconded by: Mr. Fischer

Discussion: This agreement is done annually. There are no changes to this agreement from the previous one the College has entered into for several years.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

11.5 MOTION: *Request approval to enter into a lease agreement with Bella Ease as of July 1, 2024, for a term of 36 months terminating on June 30, 2027, and enter a lease of premises agreement with Bella Ease as of July 1, 2024, at both the Southeast Education Center and Mt. Sterling Education Center terminating on June 30, 2027*

Moved by: Dr. Greenwell

Seconded by: Mr. Sprague



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Discussion: Administration is requesting to enter into two separate agreements with Bella Ease. The first lease agreement starts July 1, 2024, for a term of 36 months terminating on July 30, 2027. The first agreement leases a portion of the building at 721 Broadway, Quincy, Illinois consisting of 2,700 square feet of space to JWCC. The monthly rent rate of \$3,000 is for twenty-four (24) months from July 1, 2024, until June 30, 2026, and \$3,100 per month from July 1, 2026, until June 30, 2027.

The second lease agreement starts July 1, 2024, and leases space at the Southeast Education Center and at the Mt. Sterling Education Center for a term of thirty-six (#6) months from July 1, 2024, and terminating on June 30, 2027.

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

12. **Discussion Item**

12.1 Calendar of Events

- Board Retreat Date – June 7, 2024, Time: 8:30 a.m.-2:00 p.m., Location: WDC
- Additional event included the Ag Golf Outing on Friday, July 12 at 7:30 & 12:30 in Camp Point

13. **Notices and Communications**

14. **Personnel Items**

14.1 **MOTION:** *Authorize to employ new staff and faculty, accept resignations, retirements, terminations, and implement status changes as presented.*

Moved by: Dr. Greenwell

Seconded by: Ms. Greger

Discussion:

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			

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Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

15. **Other Items**

16. **Closed Session - No Closed session was called**

16.1 A closed session will be necessary to consider the appointment, employment, discipline, performance, or dismissal of specific employees of the public body.

Moved by:

Seconded by:

Discussion:

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman				
Ms. Greger				
Mr. Hess				
Mr. Sprague				
Ms. Hawley				
Dr. Greenwell				
Mr. Fischer				
Mr. Rhea				
Voice Vote				

17. **Resume Open Session**

Moved by:

Seconded by:

Discussion:

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman				
Ms. Greger				
Mr. Hess				
Mr. Sprague				
Ms. Hawley				
Dr. Greenwell				
Mr. Fischer				
Mr. Rhea				
Voice Vote				



18. **Adjournment**

18.1 **MOTION:** *Adjourn the June 18, 2024, Board of Trustees regular meeting.*

Moved by: Dr. Greenwell

Seconded by: Mr. Sprague

NAME	AYE	NAY	PRESENT	ABSENT
Mr. Dickerman	x			
Ms. Greger	x			
Mr. Hess	x			
Mr. Sprague	x			
Ms. Hawley	x			
Dr. Greenwell	x			
Mr. Fischer	x			
Mr. Rhea	x			
Voice Vote				

19. **Approval:**

Approved the **24nd day of July 2024**, at a meeting of the Board of Trustees of Community College District No. 539, meeting at the Student Administrative Center, 1301 South 48th Street, Quincy Illinois 62305 at which _____ voting members were present, constituting a quorum by a vote of ___ ayes and _____ nays.

CHAIR:X _____ **SECRETARY:**X _____



Date: 7/24/2024 BOARD OF TRUSTEES MEETING
From: Dave Hetzler, Dean of CTE
Item: **CONSENT**
RE: **GRANT Application Accept New Funds**

- A. **GRANT PROPOSAL TITLE:** Rev Up EV Capacity Building Project
- B. **GRANT AGENCY:** Illinois Community College Board (ICCB)
- C. **GRANT APPLICATION DEADLINE:** 6/14/2024 **GRANT AWARD PERIOD:** 7/01/2024 – 06/30/2025
- D. **PROPOSAL DESCRIPTION:** EV Capacity Building project will enhance JWCC's infrastructure, expand training programs, and foster industry partnerships to develop a clean energy program model that will represent the clean transportation workforce needs of the area. Focus of project will be an EV education and awareness campaign to engage the community and the automotive/transportation industry.
- E. **FUNDS AWARDED:** \$90,000
- F. **OBLIGATION OF INSTITUTIONAL FUNDS/RESOURCES:** All activities are paid for from the requested grant funds or are absorbed into already budgeted activities. No match is required for this grant.
- G. **PERSONNEL POSITIONS REQUIRED:** Primary staff involved will be Director of WDC and Coordinator of B&I.
- H. **IF REOCCURRING, PROVIDE PREVIOUS YEAR RESULTS:** NA
- I. **(DATE) GRANT APPLICATION SUBMITTED TO BOARD:** 6/18/2024
- J. **(DATE) BOARD APPROVED ACCEPTANCE OF FUNDS:** 7/24/2024
- K. **DEAN/DIRECTOR REQUESTING APPROVAL:** Dave Hetzler, Dean of CTE
- L. **STRATEGIC INITIATIVES THIS GRANT ADDRESSES:** Student Success, Excellence in programs, Enrollment growth

I concur with the request and recommend the Board of Trustees authorize the College to accept \$90,000 for the purpose indicated above.

July 24, 2024 JWCC Board regular meeting

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Date: 7/24/2024 BOARD OF TRUSTEES MEETING
From: Barb Holthaus, JWCC Foundation Director
Item: **CONSENT**
RE: **GRANT Application to Accept Funds**

- A. **GRANT PROPOSAL TITLE:** Retired Senior Volunteer Program
- B. **GRANT AGENCY:** Illinois Department on Aging
- C. **GRANT APPLICATION DEADLINE:** 4/30/2024 **GRANT AWARD PERIOD:** 7/01/2024 – 06/30/2025
- D. **PROPOSAL DESCRIPTION:** IDOA Grant will be used to engage persons 55 years of age and older in volunteer service to meet critical needs and to provide a high quality of experience that will enrich the lives of the volunteers. Funds will be used to match and/or complement federal funds.
- E. **FUNDS AWARDED:** \$49,547
- F. **OBLIGATION OF INSTITUTIONAL FUNDS/RESOURCES:** All activities are paid for from the requested grant funds or are absorbed into already budgeted activities. No match is required for this grant.
- G. **PERSONNEL POSITIONS REQUIRED:** No additional staffing is required beyond the current RSVP Manager, Specialist, and Assistants.
- H. **IF REOCCURRING, PROVIDE PREVIOUS YEAR RESULTS:**
- I. **(DATE) GRANT APPLICATION SUBMITTED TO BOARD:** 4/17/2024
- J. **(DATE) BOARD APPROVED ACCEPTANCE OF FUNDS:** 7/24/2024
- K. **DIRECTOR REQUESTING APPROVAL:** Barbara Holthaus, JWCC Foundation Director
- L. **STRATEGIC INITIATIVES THIS GRANT ADDRESSES:** Excellence in programs, services, and employees. Responsible management of resources.

I concur with the request and recommend the Board of Trustees authorize the College to accept \$49,547 for the purpose indicated above.

July 24, 2024 JWCC Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning



Date: July 24, 2024, BOARD OF TRUSTEES MEETING
From: Rachel Hansen
Item: **CONSENT**
RE: **GRANT**

Application or Acceptance of funds
New or Reoccurring

- A. **GRANT TITLE:** Student Support Services (TRIO)
- B. **GRANT AGENCY:** Department of Education
- C. **GRANT APPLICATION DEADLINE:** Summer, 2024
- D. **GRANT AWARD PERIOD:** 9/1/2025-8/31/2030
- E. **PROPOSAL DESCRIPTION & PURPOSE OF FUNDS:** Proposal will fund the Student Support Services program, designed to provide academic and personal support for 175 low-income, first-generation, and students with disabilities on JWCC's campus. Further, the grant assists students in retention, graduation, and transfer to 4-year university/college.
- F. **FUNDS: REQUESTING (RANGE):** \$389,975, OR \$1,949,875 total for 5 years
- G. **OBLIGATION OF INSTITUTIONAL FUNDS/RESOURCES:** N/A

PERSONNEL POSITIONS REQUIRED:
Director, Support Services (29% of time and salary)
Manager – TRIO Student Support Services
Advisor – TRIO Student Support Services
Advisor – TRIO Student Support Services
Program Assistant – TRIO Student Support Services
- H. **IF REOCCURRING, PROVIDE PREVIOUS YEAR RESULTS:** Approved objective attainment level for the most recent year:
 - Served 175 students
 - Persistence rate: 80%
 - Good academic standing rate: 92%
 - Graduation with associate degree or certificate: 56%
 - Graduation and transfer with an associate degree: 35%

July 24, 2024, Board Regular Meeting

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- I. **(DATE) GRANT APPLICATION SUBMITTED TO BOARD:** July 24, 2024
- J. **(DATE) BOARD APPROVED ACCEPTANCE OF FUNDS:**
- K. **VICE PRESIDENT/DEAN/DIRECTOR REQUESTING APPROVAL:** Rachel Hansen
- L. **STRATEGIC INITIATIVES THIS GRANT ADDRESSES:** *Student Success:* serves students most at-risk of dropping out at JWCC to ensure their academic, personal, and career success. *Excellence:* provides services specifically selected and designed to ensure student success at JWCC. Services are research and data based and proved to be highly effective with the target population.

Responsible Management of Resources: Provides opportunities for students to succeed at JWCC not regularly available to them through cost-effective measures, using external funding sources.

I concur with the request and recommend the Board of Trustees authorize the College to **submit a grant application** in the amount of \$389,975, OR \$1,949,875 total for 5 years for the purpose indicated above.

July 24, 2024, Board Regular Meeting

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Date: 7/24/2024 BOARD OF TRUSTEES MEETING
From: Dr. Shelley Barkley, VP for Academic & Student Affairs
Item: **CONSENT**
RE: Application of Funds

- A. **GRANT PROPOSAL TITLE:** FY25 Pipeline for the Advancement of the Healthcare Workforce (PATH)
- B. **GRANT AGENCY:** Illinois Community College Board
- C. **GRANT APPLICATION DEADLINE:** 7/01/2024 **GRANT AWARD PERIOD:** 7/01/2024-6/30/2025
- D. **PROPOSAL DESCRIPTION:** Year 4 of Healthcare Pathway project to create, support, and expand the opportunities of individuals in the nursing and other select healthcare pathways to obtain credentials and degrees that allow them to enter and/or advance their careers in the fields of CNA, LPN/RN, CMA, Surgical Tech, and EMT/Paramedic. Goals are to increase healthcare field enrollment and degree completion to fill in-demand local jobs.
- E. **FUNDS REQUESTED:** \$197,255
- F. **OBLIGATION OF INSTITUTIONAL FUNDS/RESOURCES:** All activities are paid for from the requested grant funds or are absorbed into already budgeted activities. No match is required for this grant.
- G. **PERSONNEL POSITIONS REQUIRED:** A temporary part-time position has been added to oversee the activities associated with this grant. The Pathway Navigator will be funded 100% by the grant.
- H. **IF REOCCURRING, PROVIDE PREVIOUS YEAR RESULTS:** (No final data available. One quarter left to complete)
- I. **(DATE) GRANT APPLICATION SUBMITTED TO BOARD:** 7/24/2024
- J. **(DATE) BOARD APPROVED ACCEPTANCE OF FUNDS:**
- K. **VICE PRESIDENT APPROVAL:** Dr. Barkley, VP for Academic & Student Affairs
- L. **STRATEGIC INITIATIVES THIS GRANT ADDRESSES:** Excellence in Programs, Leadership and Partnerships, Student Success.

I concur with the request and recommend the Board of Trustees authorize the College to submit a grant application for \$197,255 for the purpose indicated above.

July 24, 2024, JWCC Board regular meeting

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Date: 7/24/2024 BOARD OF TRUSTEES MEETING
From: Dave Hetzler, Dean of CTE
Item: **CONSENT**
RE: **Grant Application for Reoccurring of funds**

- A. **GRANT PROPOSAL TITLE:** FY25 Perkins
- B. **GRANT AGENCY:** Illinois Community College Board
- C. **GRANT APPLICATION DEADLINE:** 6/30/2024 **GRANT AWARD PERIOD:** 7/1/24-6/30/25
- D. **PROPOSAL DESCRIPTION:** Perkins V is a federally funded grant awarded through the state that provides funds for CTE programs. The grant helps strengthen the relationship between secondary, post-secondary and industry. The relationships created between these sectors allows education to remove barriers and create exposure in the Career and Technical fields. Award of this grant allows JWCC to purchase equipment in CTE departments and provide services to students in CTE programs.
- E. **FUNDS REQUESTED:** \$167,780
- F. **OBLIGATION OF INSTITUTIONAL FUNDS/RESOURCES:** All activities are paid for from the requested grant funds or are absorbed into already budgeted activities. No match is required for this grant.
- G. **PERSONNEL POSITIONS REQUIRED:** Career Services Coordinator, Career Services Specialist, Perkins Student Navigator, CTE Administrative Specialist, and Disability Services Coordinator are all position that salaries are partially covered by the Perkins Grant.
- H. **IF REOCCURRING, PROVIDE PREVIOUS YEAR RESULTS:** In FY24 Perkins was able to provide over 80 students with services that included textbook loans, mileage reimbursement, and other supports.
- I. **(DATE) GRANT APPLICATION SUBMITTED TO BOARD:** 7/24/24
- J. **(DATE) BOARD APPROVED ACCEPTANCE OF FUNDS:**
- K. **DEAN/DIRECTOR REQUESTING APPROVAL:** Dave Hetzler, Dean of CTE
- L. **STRATEGIC INITIATIVES THIS GRANT ADDRESSES:** Excellence in Programs, Leadership and Partnerships, Student Success.

I concur with the request and recommend the Board of Trustees authorize the College to submit a grant application for up to \$167,780 for the purpose indicated above.

July 24, 2024, JWCC Board regular meeting

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Date: **July 24, 2024, BOARD OF TRUSTEES MEETING**
From: Josh Welker, Dean of Business Services & Institutional Effectiveness
Item: **Business**
RE: Approval of FY 2025 Annual Budget

I recommend the Board of Trustees approve the FY2025 Annual Budget. Attached is the Resolution and Certificate Adopting the Annual Budget. The budget was presented to the Board at the June Board of Trustees meeting and has been on display for public inspection. The public hearing was held and all provisions of the Illinois Community College Act regarding adoption of the annual budget have been met. The budget is balanced with operating revenue and expenditures of \$19,058,123. This is an increase from the fiscal year 2024 budget of \$1,044,855.

Operating revenue projections include:

- State funding of \$2,464,961 and represents 12.9% of total revenues.
- Tuition revenue based on 38,500 credit hours which represents an increase of 1,000 credit hours from FY2024 budgeted credit hours.
- Local property tax levy of \$6,258,097 based on a tax rate that is estimated to be approximately 1 cent (2.2%) lower and represents 32.8% of total revenues.
- Corporate Personal Property Replacement Tax revenue of \$1,000,000 which is the same amount budgeted in FY2024 but \$114,000 less that was is expected to be received in FY2024.
- No in-district tuition or universal fee increase.

Operating expenditure projections include:

- All contractual obligations including all debt payments.
- Faculty and staff salary increases of approximately 3.25% for all Board-approved positions plus additional staff raises stemming from compensation reviews.
- Funding for reorganizational plans from all service areas as recommended by the President.

I concur with the recommendation and request the Board of Trustees approve the FY 2025 Annual Budget.

July 24, 2024 JWCC Board regular meeting

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Resolution Adopting Annual Budget

WHEREAS, the Board of Trustees of John Wood Community College, counties of Adams, Pike, Hancock, Calhoun, Schuyler, Brown, Morgan, Scott and Cass, and State of Illinois, must adopt an annual budget within or before the first quarter of each fiscal year; and,

WHEREAS, a tentative budget for the fiscal year 2025 (July 1, 2024 to June 30, 2025) was prepared and made conveniently available to public inspection for at least thirty (30) days heretofore, after due notice of availability for public inspection; and,

WHEREAS, a public hearing has been held regarding such tentative budget, after due notice of the holding of such public hearing; and,

WHEREAS, the provisions of the Illinois Public Community College Act required to be complied with prior to adopting an annual budget have been complied with,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of John Wood Community College, counties of Adams, Pike, Hancock, Calhoun, Schuyler, Brown, Morgan, Scott and Cass, and State of Illinois, that the annual budget for the fiscal year 2025 (July 1, 2024 to June 30, 2025) attached hereto and incorporated by reference, is hereby adopted as the annual budget for such fiscal year.

DATED: This 24th day of July 2024.

APPROVED: _____
Chairman, Board of Trustees

ATTEST:

Secretary, Board of Trustees

July 24, 2024, JWCC Board regular meeting

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Certificate Adopting Annual Budget

I, the undersigned, being duly sworn on oath, depose and state:

1. That I am the duly elected and acting secretary of the Board of Trustees of John Wood Community College, counties of Adams, Pike, Hancock, Calhoun, Schuyler, Brown, Morgan, Scott and Cass, and State of Illinois, and have the custody and control of the minutes and records of the said Board of Trustees.

2. That attached hereto is a true and correct copy of the RESOLUTION ADOPTING ANNUAL BUDGET duly adopted by the said Board of Trustees by roll call vote at a regular meeting of said Board of Trustees held on the 24th day of July, 2024.

3. That said Resolution Adopting Annual Budget has not been amended, rescinded, or revoked after its approval.

DATED: This 24th day of July, 2024.

Ms. Paula Hawley, Secretary
JWCC Board of Trustees

July 24, 2024, JWCC Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

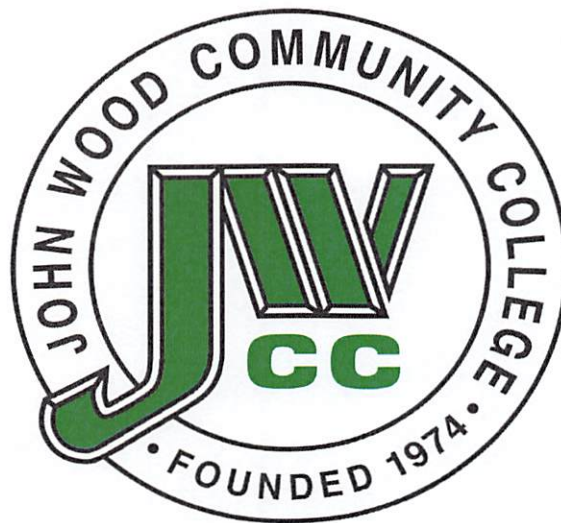
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***JOHN WOOD COMMUNITY COLLEGE
DISTRICT 539***

Tentative Budget

FOR FISCAL YEAR 2025
(July 1, 2024 – June 30, 2025)



JOHN WOOD COMMUNITY COLLEGE
1301 SOUTH 48TH STREET
QUINCY, IL 62305

SUMMARY OF FISCAL YEAR 2025 ESTIMATED REVENUES

John Wood Community College	Dist. No. 539	Year Ending June 30, 2025		
	Education Fund	Oper. and Maintenance Fund	Total Operating Fund	%
<u>OPERATING REVENUES BY SOURCE</u>				
<i>Local Government:</i>				
Local Taxes	\$ 5,153,597	\$ 1,104,500	\$ 6,258,097	32.8%
Corporate Personal Property	\$ 1,000,000		\$ 1,000,000	5.2%
Chargeback			\$ -	0.0%
Other				
TOTAL LOCAL GOVERNMENT	\$ 6,153,597	\$ 1,104,500	\$ 7,258,097	38.1%
<i>State Government:</i>				
ICCB Base Operating Grants	\$ 373,187	\$ 1,142,148	\$ 1,515,335	8.0%
ICCB Equalization Grants	\$ 798,201		\$ 798,201	4.2%
ICCB Performance Based Initiative			\$ -	0.0%
ICCB Career & Technical Education	\$ 141,425		\$ 141,425	0.7%
Formula Allocation Cr Hr Grants			\$ -	0.0%
State Board of Education			\$ -	0.0%
Dept. of Veterans Affairs			\$ -	0.0%
Other			\$ -	0.0%
TOTAL STATE GOVERNMENT	\$ 1,312,813	\$ 1,142,148	\$ 2,454,961	12.9%
<i>Federal Government:</i>				
Dept. of Education				
Dept. of Labor				
Other				
TOTAL FEDERAL GOVERNMENT	\$ -	\$ -	\$ -	0.0%
<i>Student Tuition and Fees:</i>				
Tuition (+ Internet) 38500 Cr. Hrs.	\$ 6,090,250	\$ -	\$ 6,090,250	32.0%
Fees	\$ 2,085,115	\$ -	\$ 2,085,115	10.9%
Other Student Assessments				
TOTAL TUITION AND FEES	\$ 8,175,365	\$ -	\$ 8,175,365	42.8%
<i>Other Sources:</i>				
Sales and Service Fees	\$ 557,000	\$ 2,200	\$ 559,200	2.9%
Facilities Revenue	\$ -	\$ 25,000	\$ 25,000	0.1%
Investment Revenue	\$ 280,000	\$ 20,000	\$ 300,000	1.6%
Nongovernmental Gifts and Grants	\$ 17,805	\$ -	\$ 17,805	0.1%
Other Revenues	\$ 9,500	\$ -	\$ 9,500	0.0%
Other - Transfer In	\$ 258,195	\$ -	\$ 258,195	1.4%
TOTAL OTHER SOURCES	\$ 1,122,500	\$ 47,200	\$ 1,169,700	6.1%
TOTAL 2024 BUDGETED REVENUE	\$ 16,764,275	\$ 2,293,848	\$ 19,058,123	100.0%
<i>Less Nonoperating Items*</i>				
Tuition Chargeback Revenue				0.0%
Instructional Service Contract Revenue				
ADJUSTED REVENUES	\$ 16,764,275	\$ 2,293,848	\$ 19,058,123	100.0%

*Interdistrict revenues that do not generate related local district credit hours are subtracted to allow for statewide comparisons.

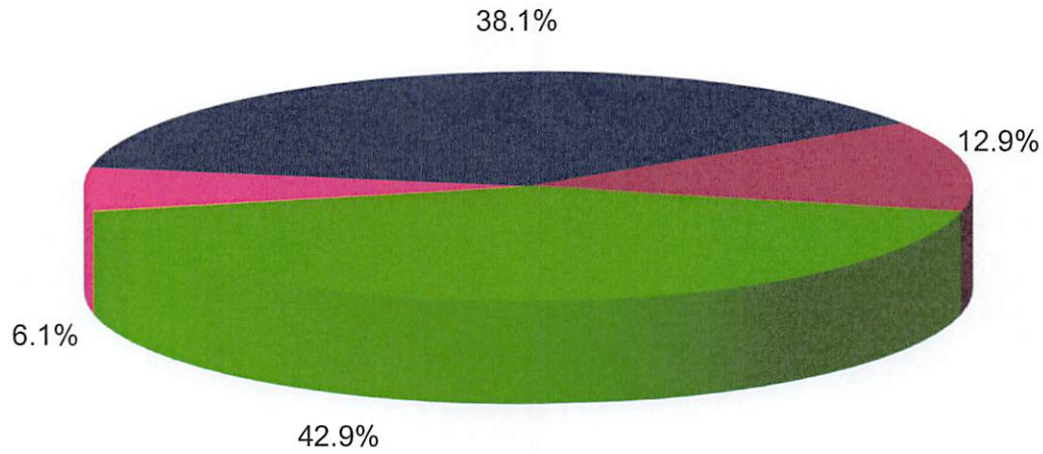
SUMMARY OF FISCAL YEAR 2025 OPERATING BUDGETED EXPENDITURES

	Education Fund	Oper. and Maintenance Fund	Total Operating Funds	%
BY PROGRAM				
Instruction	\$ 7,139,836	\$ -	\$ 7,139,836	37.5%
Academic Support	\$ 1,094,932	\$ -	\$ 1,094,932	5.7%
Student Services	\$ 2,021,272	\$ -	\$ 2,021,272	10.6%
Public Service/Continuing Ed.	\$ 778,688	\$ -	\$ 778,688	4.1%
Organized Research	\$ -	\$ -	\$ -	0.0%
Auxiliary Services	\$ -	\$ -	\$ -	0.0%
Operation & Maint. of Plant		\$ 1,902,816	\$ 1,902,816	10.0%
Institutional Support	\$ 4,272,770	\$ 310,841	\$ 4,583,611	24.1%
Scholarships, Grants, Waivers	\$ 1,014,837	\$ -	\$ 1,014,837	5.3%
INTERFUND TRANSFERS	\$ 441,939	\$ 80,192	\$ 522,131	2.8%
TOTAL FY2025 BUDGETED EXPENDITURES	\$ 16,764,274	\$ 2,293,849	\$ 19,058,123	100.0%
Less Nonoperating Items*				
Tuition Chargeback				
Instructional Service Contracts				
ADJUSTED EXPENDITURES	\$ 16,764,274	\$ 2,293,849	\$ 19,058,123	100.0%
BY OBJECT				
Salaries	\$ 9,388,798	\$ 618,038	\$ 10,006,836	52.5%
Employee Benefits	\$ 2,472,268	\$ 216,736	\$ 2,689,004	14.1%
Contractual Services	\$ 1,446,843	\$ 108,532	\$ 1,555,375	8.2%
General Materials/Supplies	\$ 1,131,983	\$ 138,350	\$ 1,270,333	6.7%
Travel/Conference/Mtg. Exp.	\$ 289,201	\$ 700	\$ 289,901	1.5%
Fixed Charges	\$ 14,070	\$ 96,700	\$ 110,770	0.6%
Utilities	\$ -	\$ 676,500	\$ 676,500	3.5%
Capital Outlay	\$ 397,165	\$ 358,101	\$ 755,266	4.0%
Other	\$ 1,182,007	\$ -	\$ 1,182,007	6.2%
Provision for Contingency				
INTERFUND TRANSFERS	\$ 441,939	\$ 80,192	\$ 522,131	2.8%
TOTAL FY2024 BUDGETED EXPENDITURES	\$ 16,764,274	\$ 2,293,849	\$ 19,058,123	100.0%
Less Nonoperating Items*				
Tuition Chargeback				
Instructional Service Contracts				
ADJUSTED EXPENDITURES	\$ 16,764,274	\$ 2,293,849	\$ 19,058,123	100%

*Interdistrict expenses that do not generate related local college credit hours are subtracted to allow for statewide comparisons.

\$ (1)

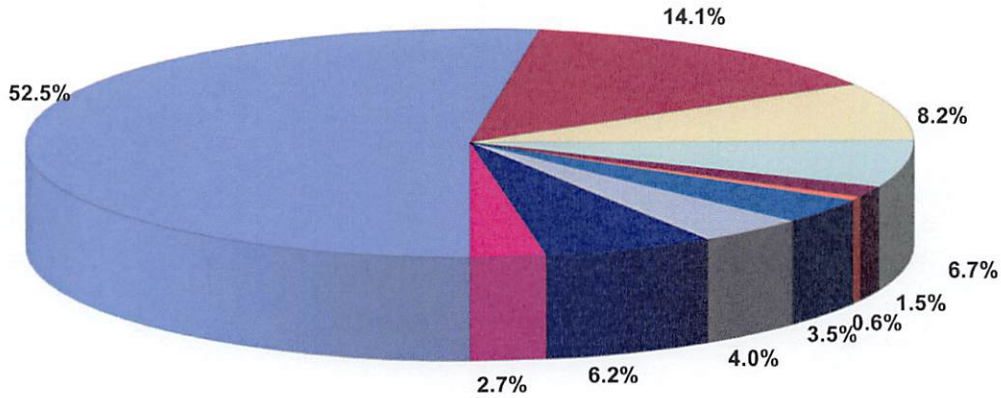
FY2025 BUDGETED REVENUES BY OBJECT



38.1%	Local Government Sources	\$7,258,097
12.9%	State Government Sources	\$2,454,961
42.9%	Student Tuition and Fees	\$8,175,365
6.1%	All Other Revenue Sources	\$1,169,700

Operating Fund Revenues: \$19,058,123

FY2025 BUDGETED EXPENDITURES BY OBJECT



52.5%	Salaries	\$10,006,836
14.1%	Employee Benefits	\$2,689,004
8.2%	Contractual Services	\$1,555,375
6.7%	Material and Supplies	\$1,270,333
1.5%	Conference and Meeting	\$289,901
0.6%	Fixed Charges	\$110,770
3.5%	Utilities	\$676,500
4.0%	Capital Outlay	\$755,266
6.2%	Other Expenditures	\$1,182,007
2.8%	Transfers to Other Funds	\$522,131

Operating Fund Expenditures: \$19,058,123

Page 4 SUMMARY OF FISCAL YEAR 2025 OPERATING BUDGETED EXPENDITURES

<u>EDUCATION FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INSTRUCTION		
Salaries	\$ 5,092,718	
Employee Benefits	\$ 1,088,076	
Contractual Services	\$ 488,208	
General Materials & Supplies	\$ 313,945	
Travel/Conference/Mtg. Expenses	\$ 85,789	
Fixed Charges	\$ 5,800	
Utilities	\$ -	
Capital Outlay	\$ 65,300	
Other	\$ -	\$ 7,139,836
ACADEMIC SUPPORT		
Salaries	\$ 535,489	
Employee Benefits	\$ 156,128	
Contractual Services	\$ 4,198	
General Materials & Supplies	\$ 265,117	
Travel/Conference/Mtg. Expenses	\$ 10,700	
Fixed Charges	\$ 2,000	
Utilities	\$ -	
Capital Outlay	\$ 121,300	
Other	\$ -	\$ 1,094,932
STUDENT SERVICES		
Salaries	\$ 1,303,115	
Employee Benefits	\$ 443,188	
Contractual Services	\$ 36,850	
General Materials & Supplies	\$ 137,330	
Travel/Conference/Mtg. Expenses	\$ 89,639	
Fixed Charges	\$ 250	
Utilities	\$ -	
Capital Outlay	\$ 900	
Other	\$ 10,000	\$ 2,021,272
PUBLIC SERVICE/CONTINUING EDUCATION		
Salaries	\$ 419,853	
Employee Benefits	\$ 69,681	
Contractual Services	\$ 182,314	
General Materials & Supplies	\$ 59,275	
Travel/Conference/Mtg. Expenses	\$ 7,565	
Fixed Charges		
Utilities	\$ -	
Capital Outlay	\$ 40,000	
Other		\$ 778,688
ORGANIZED RESEARCH		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -

FISCAL YEAR 2025 BUDGETED EXPENDITURES

(Continued)

<u>EDUCATION FUND</u>	<u>Appropriations</u>	<u>Totals</u>
AUXILIARY SERVICES		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -
OPERATION & MAINTENANCE OF PLANT		
Salaries		
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -
INSTITUTIONAL SUPPORT		
Salaries	\$ 2,037,623	
Employee Benefits	\$ 715,195	
Contractual Services	\$ 735,273	
General Materials & Supplies	\$ 356,316	
Travel/Conference/Mtg. Expenses	\$ 95,508	
Fixed Charges	\$ 6,020	
Utilities	\$ -	
Capital Outlay	\$ 169,665	
Other	\$ 157,170	\$ 4,272,770
SCHOLARSHIPS, GRANTS, WAIVERS		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ 1,014,837	\$ 1,014,837
INTERFUND TRANSFERS		\$ 441,939
GRAND TOTAL		\$ 16,764,274

OPERATION AND MAINTENANCE FUND

OPERATION & MAINTENANCE OF PLANT		Appropriations	Totals
Salaries	\$	618,038	
Employee Benefits	\$	216,736	
Contractual Services	\$	108,532	
General Materials & Supplies	\$	128,350	
Travel/Conference/Mtg. Expenses	\$	700	
Fixed Charges	\$	96,700	
Utilities	\$	676,500	
Capital Outlay	\$	57,260	
Other	\$	-	\$ 1,902,816
INSTITUTIONAL SUPPORT			
Salaries	\$	-	
Employee Benefits	\$	-	
Contractual Services			
General Materials & Supplies	\$	10,000	
Travel/Conference/Mtg. Expenses	\$	-	
Fixed Charges	\$	-	
Utilities	\$	-	
Capital Outlay	\$	300,841	
Other	\$	-	
Provision for Contingency	\$	-	\$ 310,841
INTERFUND TRANSFERS			\$ 80,192
GRAND TOTAL			<u>\$ 2,293,849</u>

FISCAL YEAR 2025 BUDGETED EXPENDITURES

PUBLIC BUILDING COMMISSION OPERATION AND MAINTENANCE FUND		Appropriations	Totals
OPERATION & MAINTENANCE OF PLANT			
Salaries			
Employee Benefits			
Contractual Services			
General Materials & Supplies			
Travel/Conference/Mtg. Expenses			
Fixed Charges			
Utilities			
Capital Outlay			
Other			\$ -
INSTITUTIONAL SUPPORT			
Salaries			
Employee Benefits			
Contractual Services			
General Materials & Supplies			
Travel/Conference/Mtg. Expenses			
Fixed Charges			
Utilities			
Capital Outlay			
Other			
Provision for Contingency			\$ -
INTERFUND TRANSFERS			
GRAND TOTAL			\$ -

FISCAL YEAR 2025 BUDGETED REVENUES

<u>OPERATIONS AND MAINTENANCE FUND (Restricted)</u>	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources		
Local Taxes	\$ 125,000	\$ 125,000
State Governmental Sources		
ICCB Deferred Maintenance Grant	\$ -	
ICCB Technology Enhancement Init.	\$ -	
ICCB Capital Projects	\$ -	\$ -
Federal Governmental Sources	\$ -	\$ -
Other Sources		
Student Tuition and Fees	\$ -	
Sales and Service Fees	\$ -	
Facilities Revenue	\$ -	
Investment Revenue	\$ 294,800	
Non-Gov't'l. Gifts, Grants, Bequests	\$ -	
Other	\$ -	\$ 294,800
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		<u>\$ 419,800</u>

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>OPERATIONS AND MAINTENANCE FUND (Restricted)</u>	<u>Appropriations</u>	<u>Totals</u>
INSTITUTIONAL SUPPORT		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ 235,000	
Other Expenditures	\$ -	
Provision for Contingency		\$ 235,000
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		<u>\$ 235,000</u>

FISCAL YEAR 2025 BUDGETED REVENUES

<u>WORKING CASH FUND</u>	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources		
Bond Proceeds	\$ -	
Other	\$ -	\$ -
		\$ -
Federal Governmental Sources	\$ -	\$ -
Other Sources		
Sales and Service Fees	\$ -	
Facilities Revenue	\$ -	
Investment Revenue	\$ 83,920	
Non-Govt'l. Gifts, Grants, Bequests	\$ -	
Other	\$ -	\$ 83,920
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		\$ 83,920

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>WORKING CASH FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INSTITUTIONAL SUPPORT		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other Expenditures	\$ -	
Provision for Contingency	\$ -	\$ -
INTERFUND TRANSFERS		\$ 80,000
GRAND TOTAL		\$ 80,000

FISCAL YEAR 2025 BUDGETED REVENUES

<u>AUXILIARY ENTERPRISES FUND</u>	<u>Revenues</u>	<u>Totals</u>
Other Sources		
Sales and Service Fees	\$ 3,442,500	
Investment Revenue	\$ 83,237	
Non-Gov't'l. Gifts, Grants, Bequests	\$ -	
Other	\$ 26,500	\$ 3,552,237
INTERFUND TRANSFERS		\$ 441,939
GRAND TOTAL		<u>\$ 3,994,176</u>

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>AUXILIARY ENTERPRISES FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INDEPENDENT OPERATIONS		
Salaries	\$ 351,615	
Employee Benefits	\$ 80,336	
Contractual Services	\$ 767,124	
General Materials & Supplies	\$ 822,860	
Travel/Conference/Mtg. Expenses	\$ 118,800	
Fixed Charges	\$ 43,000	
Utilities	\$ -	
Capital Outlay	\$ 1,200	
Other Expenditures	\$ 2,353,200	\$ 4,538,135
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		<u>\$ 4,538,135</u>

FISCAL YEAR 2025 BUDGETED REVENUES

<u>BOND AND INTEREST FUND</u>	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources		
Local Taxes	\$ 1,324,679	
Chargeback Revenue	\$ -	
Other	\$ -	\$ 1,324,679
State Sources		
Corporate Personal Property	\$ -	
Replacement Taxes (CPPRT)	\$ -	
Other Sources		
Investment Revenue	\$ -	
Other	\$ -	\$ -
INTERFUND TRANSFERS		\$ 80,192
GRAND TOTAL		\$ 1,404,871

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>BOND AND INTEREST FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INSTITUTIONAL SUPPORT		
Debt Principal Retirement	\$ 1,335,000	
Interest (on Bonds)	\$ 69,871	
Other Fixed Charges (Admin Fee)		\$ 1,404,871
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		\$ 1,404,871

FISCAL YEAR 2025 BUDGETED REVENUES

PUBLIC BUILDING
COMMISSION RENTAL FUND

	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources		
Local Taxes	<u> </u>	
Chargeback Revenue	<u> </u>	
Other (Specify)	<u> </u>	<u> </u>
State Sources		
Corporate Personal Property	<u> </u>	
Replacement Taxes (CPPRT)	<u> </u>	<u> </u>
Other Sources		
Investment Revenue	<u> </u>	
Other (Specify)	<u> </u>	<u> </u>
GRAND TOTAL		<u> </u>

FISCAL YEAR 2025 BUDGETED EXPENDITURES

PUBLIC BUILDING
COMMISSION RENTAL FUND

	<u>Appropriations</u>	<u>Totals</u>
INSTITUTIONAL SUPPORT		
Rental - Facilities	<u> </u>	
Other Fixed Charges	<u> </u>	<u> </u>
GRAND TOTAL		<u> </u>

FISCAL YEAR 2025 BUDGETED REVENUES

<u>RESTRICTED PURPOSES FUND</u>	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources	\$ 10,000	\$ 10,000
State Governmental Sources		
ICCB Workforce Development Grants	\$ -	
ICCB P-16 Initiative Grant	\$ -	
ICCB Advanced Technology Grants	\$ -	
ICCB Special Initiative Grant	\$ -	
ICCB Illinois College On-Line Grant	\$ -	
Other ICCB Grants - Adult Ed	\$ 174,194	
Other ICCB Grants	\$ 626,172	
Department of Corrections	\$ -	
ISBE Grants	\$ -	
Illinois Student Assistance Commission	\$ -	
Other Illinois Governmental Sources	\$ 445,938	\$ 1,246,304
Federal Governmental Sources		
Department of Education	\$ 6,151,601	
Department of Labor	\$ -	
Department of Health & Human Services	\$ -	
Other Federal Governmental Sources	\$ 904,400	\$ 7,056,001
Other Sources		
Student Tuition and Fees	\$ -	
Sales and Service Fees	\$ -	
Facilities Revenue	\$ -	
Investment Revenue		
Nongovernmental Gifts, Scholarships, Grants, and Bequests	\$ 273,043	
Other Revenue	\$ 805	\$ 273,848
SUBTOTAL		\$ 8,586,153
INTERFUND TRANSFERS		\$ -
GRAND TOTAL		\$ 8,586,153

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>RESTRICTED PURPOSES FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INSTRUCTION		
Salaries	\$ 328,866	
Employee Benefits	\$ 77,827	
Contractual Services	\$ 89,091	
General Materials & Supplies	\$ 93,255	
Travel/Conference/Mtg. Expenses	\$ 36,465	
Fixed Charges	\$ 17,268	
Utilities	\$ -	
Capital Outlay	\$ 366,384	
Other	\$ 169,705	\$ 1,178,861
ACADEMIC SUPPORT		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -
STUDENT SERVICES		
Salaries	\$ 617,358	
Employee Benefits	\$ 288,582	
Contractual Services	\$ 200	
General Materials & Supplies	\$ 52,039	
Travel/Conference/Mtg. Expenses	\$ 60,340	
Fixed Charges		
Utilities		
Capital Outlay	\$ 13,126	
Other	\$ 246,449	\$ 1,278,094
PUBLIC SERVICE/CONTINUING EDUCATION		
Salaries	\$ 270,370	
Employee Benefits	\$ 59,887	
Contractual Services	\$ 13,095	
General Materials & Supplies	\$ 31,003	
Travel/Conference/Mtg. Expenses	\$ 7,526	
Fixed Charges	\$ 11,680	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ 54,337	\$ 447,898
ORGANIZED RESEARCH		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -

FISCAL YEAR 2025 BUDGETED EXPENDITURES
(Continued)

<u>RESTRICTED PURPOSES FUND</u>	<u>Appropriations</u>	<u>Totals</u>
AUXILIARY SERVICES		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -
OPERATION & MAINTENANCE OF PLANT		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ 100,000	
Other	\$ -	\$ 100,000
INSTITUTIONAL SUPPORT		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ 10,000	
General Materials & Supplies	\$ 11,000	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ 170,000	
Other	\$ 9,000	\$ 200,000
SCHOLARSHIPS, GRANTS, WAIVERS		
Salaries	\$ 62,791	
Employee Benefits	\$ -	
Contractual Services	\$ 15,000	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	
Financial Aid	\$ 5,125,314	\$ 5,203,105
INTERFUND TRANSFERS		\$ 178,195
GRAND TOTAL		<u>\$ 8,586,153</u>

FISCAL YEAR 2025 BUDGETED REVENUES

<u>AUDIT FUND</u>	<u>Revenues</u>	<u>Totals</u>
Local Governmental Sources		
Local Taxes	\$ 65,000	
Chargeback Revenue	\$ -	
Other (Specify)	\$ -	\$ 65,000
Other Sources		
Investment Revenue		
Other (Specify)	\$ -	\$ -
GRAND TOTAL		\$ 65,000

FISCAL YEAR 2025 BUDGETED EXPENDITURES

<u>AUDIT FUND</u>	<u>Appropriations</u>	<u>Totals</u>
INSTITUTIONAL SUPPORT		
Contractual Services	\$ 53,250	
Audit Services	\$ -	
Consultants	\$ -	
Architectural Services	\$ -	
Maintenance Services	\$ -	
Legal Services	\$ -	
Office Services	\$ -	
Instructional Service Contracts	\$ -	
Other Contractual Services	\$ -	
Other (Specify)	\$ -	\$ 53,250
GRAND TOTAL		\$ 53,250

FISCAL YEAR 2025 BUDGETED REVENUES

LIABILITY, PROTECTION,
AND SETTLEMENT FUND

	Revenues	Totals
Local Governmental Sources		
Local Taxes	\$ 1,385,000	
Chargeback Revenue	\$ -	
Other (Specify)		\$ 1,385,000
Other Sources		
Investment Revenue	\$ 49,655	
Other (Specify)	\$ -	\$ 49,655
GRAND TOTAL		\$ 1,434,655

FISCAL YEAR 2025 BUDGETED EXPENDITURES

LIABILITY, PROTECTION,
AND SETTLEMENT FUND

	Appropriations	Totals
AUXILIARY SERVICES - Intercollegiate Athletics		
Salaries	\$ -	
Employee Benefits	\$ -	
Contractual Services	\$ -	
General Materials & Supplies	\$ -	
Travel/Conference/Mtg. Expenses	\$ -	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ -	
Other	\$ -	\$ -
OPERATION & MAINTENANCE OF PLANT		
Salaries	\$ 260,719	
Employee Benefits	\$ 74,112	
Contractual Services	\$ 14,615	
General Materials & Supplies	\$ 60,011	
Travel/Conference/Mtg. Expenses	\$ 8,907	
Fixed Charges	\$ -	
Utilities	\$ -	
Capital Outlay	\$ 27,700	
Other	\$ -	\$ 446,064
INSTITUTIONAL SUPPORT		
Salaries	\$ 322,034	
Employee Benefits	\$ 296,224	
Contractual Services	\$ 64,885	
Materials & Supplies	\$ 6,140	
Travel	\$ 10,000	
Fixed Charges	\$ 183,230	
Utilities	\$ -	
Capital Outlay	\$ -	
Other (Specify)		\$ 882,513
GRAND TOTAL		\$ 1,328,577

SUMMARY OF FISCAL YEAR 2025 BUDGET BY FUND

	<u>Education Fund</u>	<u>Operations and Maintenance Fund</u>	<u>Public Building Commission Operation & Maintenance Fund</u>	<u>Operations and Maintenance Fund (Restricted)</u>	<u>Working Cash Fund</u>
Estimated Beginning Balance	7,623,249	-		10,975,485	5,000,000
Budgeted Revenues	16,506,080	2,293,848		419,800	83,920
Budgeted Expenditures	16,322,336	2,213,656		235,000	-
Budgeted Transfers from	258,195	-		-	-
(to) Other Funds	441,939	80,192			80,000
Budgeted Ending Balance	7,623,249	-	-	11,160,285	5,003,920

	<u>Auxiliary Enterprises Fund</u>	<u>Bond and Interest Fund</u>	<u>Public Building Commission Rental Fund</u>	<u>Restricted Purposes Fund</u>	<u>Audit Fund</u>	<u>Liability, Protection, & Settlement Fund</u>
Estimated Beginning Balance	3,500,000	420,579		350,000	-	1,280,000
Budgeted Revenues	3,552,237	1,324,679		8,586,153	65,000	1,434,655
Budgeted Expenditures	4,538,135	1,404,871		8,407,958	53,250	1,328,577
Budgeted Transfers from	441,939	80,192		-	-	-
(to) Other Funds	-			178,195	-	-
Budgeted Ending Balance	2,956,041	420,579	-	350,000	11,750	1,386,078

This Official Budget which is accurately summarized in this document was approved by the Board of Trustees on

Date

Attest: _____
Secretary, Board of Trustees



Date: **July 24, 2024** BOARD OF TRUSTEES MEETING
From: Josh Welker, Dean of Business Services & Institutional Effectiveness
Item: **Business**
RE: FY2025 ICCB RAMP Capital Projects Submissions

Attached are five RAMP (Resource Allocation and Management Plan) documents regarding an Illinois Community College Board Capital Budget Request for FY2025. These projects are identified below:

1. Parking Lot Repairs - Main Campus (\$700,000 total cost; \$175,000 local match)
2. Heat Pump Replacement - Agricultural Education Center (\$131,000 total cost; \$32,750 local match)
3. Roof Replacement - Learning Center, B Building of Main Campus (\$525,000 total cost; \$131,250 local match)
4. Restroom Stall Partition Replacements - Main Campus and Agricultural Education Center (\$135,000 total cost; \$33,750 local match)
5. Entrance Vestibule - Heath Center (D Building of Main Campus) (\$79,500 total cost; \$19,875 local match)

As with previous RAMP projects, these requests will involve a matching funds commitment by the Board of Trustees. Upon Board approval, the RAMP projects will be submitted to the Illinois Community College Board for consideration in the FY2025 capital budget. Approval includes a guarantee to the State of Illinois that matching funds will be available for these projects.

It is recommended that the Board of Trustees approve five RAMP documents and matching funds commitment for submission to the Illinois Community College Board.

I concur with the recommendation and request the Board of Trustees approve five RAMP documents and the matching funds commitment for submission to the Illinois Community College Board.

July 24, 2024, JWCC Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning



Capital Project Application

Complete one application for each project.

District/College: _____

District #: _____
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: _____
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: _____
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: _____

District Project Rank # (1 of 3): _____
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: _____
(25% minimum)

Estimated State Funds: _____

Estimated Total Funds:

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: _____

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested:

Project Scope:

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☐ Yes ☐ No**Does this project have the approval of your local governing board?**☐ Yes ☐ No **Date of Board Meeting:** _____**District Contact Name:** _____**District Contact Email Address:** _____**District Contact Phone Number:** _____*Signature* _____ *Date* _____



Capital Project Application

Complete one application for each project.

District/College: _____

District #: _____
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: _____
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: _____
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: _____

District Project Rank # (1 of 3): _____
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: _____
(25% minimum)

Estimated State Funds: _____

Estimated Total Funds:

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: _____

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested:

Project Scope:

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☐ Yes ☐ No**Does this project have the approval of your local governing board?**☐ Yes ☐ No **Date of Board Meeting:** _____**District Contact Name:** _____**District Contact Email Address:** _____**District Contact Phone Number:** _____*Signature* _____ *Date* _____



Capital Project Application

Complete one application for each project.

District/College: _____

District #: _____
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: _____
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: _____
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: _____

District Project Rank # (1 of 3): _____
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: _____
(25% minimum)

Estimated State Funds: _____

Estimated Total Funds:

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: _____

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested:

Project Scope:

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☐ Yes ☐ No**Does this project have the approval of your local governing board?**☐ Yes ☐ No **Date of Board Meeting:** _____**District Contact Name:** _____**District Contact Email Address:** _____**District Contact Phone Number:** _____*Signature* _____ *Date* _____



Capital Project Application

Complete one application for each project.

District/College: _____

District #: _____
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: _____
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: _____
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: _____

District Project Rank # (1 of 3): _____
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: _____
(25% minimum)

Estimated State Funds: _____

Estimated Total Funds:

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: _____

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested:

Project Scope:

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☐ Yes ☐ No**Does this project have the approval of your local governing board?**☐ Yes ☐ No **Date of Board Meeting:** _____**District Contact Name:** _____**District Contact Email Address:** _____**District Contact Phone Number:** _____*Signature* _____ *Date* _____



Office of the President

Date: 07.24.24 BOARD OF TRUSTEES MEETING

From: Dr. Bryan Renfro, President

Item: **BUSINESS**

RE: 2024-2025 College Catalog

The 2024-2025 John Wood Community College Catalog and Student Handbook serves as the primary informational document for prospective students and others who are interested in obtaining information about programs, services, and activities offered by the College. Because some court cases have ruled that a college catalog is a legally binding document, it is recommended that the Board adopt the John Wood Community College Catalog and Student Handbook for 2024-2025.

July 24, 2024 Board of Trustees Meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: excellence accountability Integrity Servant Leadership Lifelong Learning



Date: **July 24, 2024** BOARD OF TRUSTEES MEETING
From: Josh Welker, Dean of Business Services & Institutional Effectiveness
Item: **Business**
RE: Regional Office of Education Sublease Agreement – Southeast Education Center

The Regional Office of Education has requested the continuation of the sublease agreement at the Southeast Education Center. It is recommended that the Board of Trustees authorize to enter into a one (1) year sublease agreement with the Regional Office of Education for FY2025. The sublease agreement is attached.

I concur with the recommendation that the Board of Trustees authorize to enter into a one (1) year sublease agreement with the Regional Office of Education for space at the Southeast Education Center.

July 24, 2024, JWCC Board regular meeting

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RENTAL AGREEMENT

**Regional Office of Education
&
John Wood Community College Southeast Education Center**

Located at 39637 260th Ave., Pittsfield, IL 62363

THE AGREEMENT made this 1st day of July, by and between John Wood Community College Southeast Education Center, herein called "Landlord" and the Regional Office of Education, herein called "Tenant". Landlord hereby agrees to rent to Tenant the real property located in the City of Pittsfield, State of Illinois, described as follows: office space, commencing on July 1, 2024, until June 30, 2025, at which time this agreement is terminated unless renewed during board meeting. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. Rent

Total yearly rent will be \$2,000. Tenant agrees to pay Landlord as base rent the sum of \$1,000.00 twice a year (first installment in January and second installment in June), due and payable on the first day of January and June during the term of this agreement.

2. Use

The Tenant agrees to use the premises only as a business office location. By no means may Tenant allow any additional persons to occupy premises beyond the limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

3. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgement being filed against them and a lien being filed against their current and future assets and/or earnings.

4. Non-assignment of Rental Agreement

Tenant agrees not to assign this agreement, nor sub-let any part of this property, not to allow any other person to live therein without first requesting permissions from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

5. Full Disclosure

The Tenant signing this Rental Contract hereby states that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions of lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment, and he/she has received a signed copy of the Rental agreement.



6. Indemnification

Tenant will agree to indemnify, save harmless and defend Landlord, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with this Rental Agreement. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of Landlord, its agents, servants, or employees or any other person indemnified hereunder.

7. Insurance

Tenant shall, as of the beginning of the term, procure and maintain a general liability insurance policy or policies in a form and from an insurer reasonably acceptable to the Landlord covering Tenant's contractual liability arising under this Lease. Such insurance policy shall (a) provide a combined single limit of not less than One Million Dollars (\$1,000,000.00) and a deductible of no more than Zero Dollars (\$0); and (b) contain a clause that the insurer will not cancel or change the policy without first giving Landlord ten (10) days' prior written notice. Tenant shall furnish the Landlord with copies of the policy, or certificates or memoranda thereof and each policy shall name the Landlord as an additional insured. Tenant reserves the right to provide coverage under a so-called blanket policy.

Date

Landlord
John Wood Community College
Dr. Bryan Renfro, President

Date

Tenant
Regional Office of Education
Jill Reis, Superintendent



Date: **July 24, 2024** BOARD OF TRUSTEES MEETING

From: Dr. Bryan Renfro, President

A handwritten signature in black ink, appearing to read 'Bryan Renfro'.

Item: **Business**

RE: Quanada

Attached is a request to enter into an agreement with Quanada. This is an annual request.

July 24, 2024, Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning



July 1, 2024

John Wood Community College
1301 S. 48th St.
Quincy, IL 62305

Dear Friends:

In order for our agency to be in compliance for funding, it is necessary for us to have current networking agreements on file.

Please sign the enclosed agreement and return the original copy to our agency in the stamped self-addressed envelope we have provided. The second copy is for your records.

If you have any questions, please feel free to contact me.

Sincerely,

Megan Duesterhaus, Ph.D.
Chief Executive Officer

MD/bb
Enclosures (2)



STATEMENT OF AGREEMENT
QUANADA
and

John Wood Community College

Whereas Quanada, a not-for-profit corporation in the State of Illinois, County of Adams, has established a support service for individuals suffering from domestic violence and/or sexual assault.

Whereas Quanada wishes to join with other service providers in the development of a network of services which mutually contribute to the betterment of our clients.

Be it therefore resolved that Quanada and John Wood Community College

1. Recognize the existence of their respective professional services.
2. Maintain regular and frequent contact regarding to changes in service elements present within each.
3. Avoid duplication of services.
4. Assist in providing necessary client information with the use of appropriate release of information forms.
5. Acquaint and refer individuals who may have need of the other's services, and
6. Generally promote the continuation of a cooperative coordination of services now available to victims of domestic violence and/or sexual assault.
7. Neither agency will be required to accept a referral for inappropriate services.

This agreement will be renewed annually and may be revoked in writing by either party at any time.

Quanada

John Wood Community College

By: 
Signature

By: _____
Signature

Chief Executive Officer 7/01/2024
Title Date

Title Date



**STATEMENT OF AGREEMENT
QUANADA
and**

John Wood Community College

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Quanada

John Wood Community College

By: 
Signature

By: _____
Signature

Chief Executive Officer 7/01/2024
Title Date

Title Date



Date: **July 24, 2024** BOARD OF TRUSTEES MEETING

From: Dr. Bryan Renfro, President

Item: **Business**

A handwritten signature in black ink, appearing to read 'Bryan Renfro'.

RE: Architechnics Inc. – Science Lab

Attached is a request to enter into an agreement with Architechnics Inc for renovation of the science lab.

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July 24, 2024, Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fourth day of July in the year Two Thousand Twenty-Four
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

John Wood Community College
1301 South 48th Street
Quincy, IL 62305

and the Architect:
(*Name, legal status, address and other information*)

Architechnics, Inc
510 Maine Street
Quincy, IL 62301
Telephone Number: 217-222-0554

for the following Project:
(*Name, location and detailed description*)

Building A Science Lab Suite Renovation

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A - Attached

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Bulding A Science Lab, John Wood Community College, 1301 South 48th Street, Quincy, IL 62301

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,326,610.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

September 27, 2024, Bidding Documents Complete

.2 Construction commencement date:

Spring 2025

.3 Substantial Completion date or dates:

August 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design - Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Dr. Bryan Renfro
1301 South 48th Street
Quincy, IL 62305

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jacques L. Reynolds, AIA

Email Address: jreynolds@architechnicsinc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and One Million Dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Millions Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services - Not Applicable, Completed

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Part of Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Part of Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided

§ 4.1.1.8	Civil engineering	Not Provided
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Not Provided
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Part of Basic Services
§ 4.1.1.14	Conformed documents for construction	Part of Basic Services
§ 4.1.1.15	As-designed record drawings	Part of Basic Services
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Six (6) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee: N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$93,400.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit B - 2024 Rate Card

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit B - 2024 Rate Card

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Zero	percent (	0	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Procurement Phase	Ten	percent (	10	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B - 2024 Hourly Rate Card

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 N/A If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs,

damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.) N/A

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Proposal Dated May 14, 2024

Exhibit B - 2024 Rate Card

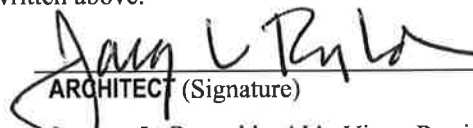
.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dr. Bryan Renfro, President
(Printed name and title)


ARCHITECT (Signature)

Jacques L. Reynolds, AIA, Vice - President
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:15:07 ET on 07/16/2024.

PAGE 1

AGREEMENT made as of the Twenty-fourth day of July in the year Two Thousand Twenty-Four

...

John Wood Community College
1301 South 48th Street
Quincy, IL 62305

...

Architechnics, Inc
510 Maine Street
Quincy, IL 62301
Telephone Number: 217-222-0554

...

Building A Science Lab Suite Renovation

PAGE 2

See Exhibit A - Attached

...

Bulding A Science Lab, John Wood Community College, 1301 South 48th Street, Quincy, IL 62301

...

\$1,326,610.00

PAGE 3

September 27, 2024, Bidding Documents Complete

...

Spring 2025

...

August 2025

...

Design - Bid - Build

...

N/A

...

Dr. Bryan Renfro
1301 South 48th Street
Quincy, IL 62305

...

N/A

...

N/A

PAGE 4

N/A

...

N/A

...

Jacques L. Reynolds, AIA

Email Address: jreynolds@architechnicsinc.com

...

N/A

...

N/A

...

N/A

...

N/A

PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and One Million Dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Millions Dollars (\$ 1,000,000) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

...

§ 3.2 Schematic Design Phase Services - Not Applicable, Completed

PAGE 12

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Part of Basic Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Part of Basic Services</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>

§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Part of Basic Services</u>
§ 4.1.1.14	Conformed documents for construction	<u>Part of Basic Services</u>
§ 4.1.1.15	As-designed record drawings	<u>Part of Basic Services</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

...

N/A

...

N/A

PAGE 13

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Six (6) visits to the site by the Architect during construction

...

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

.1 Termination Fee: N/A

...

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of
~~Service:~~Service:N/A

PAGE 20

\$93,400.00

...

Exhibit B - 2024 Rate Card

PAGE 21

Exhibit B - 2024 Rate Card

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

...

N/A

...

Schematic Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty-Five</u>	percent (	<u>45</u>	%)
Procurement Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)

...

Exhibit B - 2024 Hourly Rate Card

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 N/A If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % Monthly

PAGE 23

§ 12.1 In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed

...

the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

...

.2 Building Information Modeling Exhibit, if ~~completed~~:completed:N/A

...

(Insert the date of the E204-2017 incorporated into this agreement.) N/A

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A - Proposal Dated May 14, 2024

...

Exhibit B - 2024 Rate Card

...

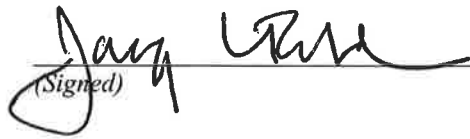
Dr. Bryan Renfro, President

Jacques L. Reynolds, AIA, Vice - President

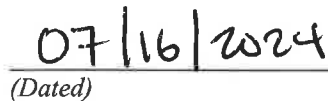
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jacques Reynolds, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:15:07 ET on 07/16/2024 under Order No. 4104246751 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



Date: **July 24, 2024** BOARD OF TRUSTEES MEETING

From: Dr. Bryan Renfro, President

Item: **Business**

RE: FY25 Dues

A handwritten signature in black ink, appearing to read 'Bryan Renfro'.

Attached is a notification of an invoice renewal requesting payment from John Wood Community College for the 1st installment for FY25 dues to the Illinois Community College Trustees Association. I recommend the Board of Trustees approve the 1st installment of ICCTA dues in the amount of \$3,832.00.

Dues in FY24 were \$3,927.00 per installment.

July 24, 2024, Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning



Illinois Community College Trustees Association

401 E. Capitol Avenue, Suite 200 * Springfield, Illinois 62701-1711
217-528-2858 (phone) * 217-528-8662 (fax)
ICCTA@communitycolleges.org (e-mail)
www.communitycolleges.org (web site)

Dues Renewal Notice

1st Installment

John Wood Community College
Attn: Dr. Bryan Renfro
1301 South 48th Street
Quincy, IL 62305

Invoice #	Date	Terms
7964	6/25/2024	Due on receipt

Description	Amount
FY25 Illinois Community College Trustees Association Dues (ICCTA) - 1st Half	3,832.00
<i>Thank you for your continuing support!</i>	
Total	\$3,832.00

*Please make check payable to ICCTA and mail to address printed above.
If you would like to set up Electronic Deposit, please contact Stephanie at
sspann@communitycolleges.org.*



Illinois Community College Trustees Association

401 E. Capitol Avenue, Suite 200
Springfield, Illinois 62701-1711
217-528-2858 (phone) * 217-528-8662 (fax)
ICCTA@communitycolleges.org (e-mail)
www.communitycolleges.org (web site)

June 25, 2024

Dear ICCTA Member,

A couple of years ago, the ICCTA Board of Representatives conducted an extensive review of its dues formula structure to ensure each college's share of ICCTA dues is more equitable based on current enrollment data. During its March 2023 meeting, the Board voted to calculate FY24 dues based on the formula outlined in our by-laws, which had not been used for several years. As a reminder, ICCTA dues are the result of a flat fee (\$2,600 per college) plus a formula based on your college's three-year average unrestricted credit hours. The Board also voted to phase in this assessment over the next four fiscal years in an effort to minimize the impact of this change. FY25 is the 2nd year of the four fiscal years. This year's assessment is limited to one fourth (¼) the difference of your FY23 dues and FY25 newly assessed amount. While every college's dues may be different this year, ICCTA is not increasing its overall dues amount. In fact, ICCTA membership dues have only increased by 4% since 2006.

Please find included in this e-mail a separate attachment, which is the dues invoice for your ICCTA membership. This invoice represents half of ICCTA annual dues for FY 2025, which begins on July 1, 2024. The invoice for the second half of FY25 dues will be emailed in December 2024.

After historic state funding in FY24, the operations funding to community colleges in FY25 leveled off:

- 2% – or \$30 million – increase for community colleges and public universities
- \$10 million increase for Monetary Award Program (MAP) funding
- \$700 million total spend is projected to support 146,000 students benefiting from MAP Grants – up from 126,864 in 2019.
- \$8 million for the Minority Teacher Scholarship Program

Our colleges operate from a position of fiscal conservancy, never knowing what the next year will bring. This year we can look with much greater optimism to the future.

Your college and local board contribute significantly to the successes ICCTA enjoys each year that positively impact the Illinois community college system, its students, employees, taxpayers and board members.

Thank you for your continuing support. If you have any questions regarding your dues invoice, please give me a call.

Sincerely,

A handwritten signature in black ink that reads "Jim Reed".

Jim Reed, Jr., J.D.
Executive Director
217-528-2858 x103
jreed@communitycolleges.org

cc: Board and/or President's Assistant
Board Chair (if e-mail address on file)
ICCTA Rep (if e-mail address on file)



What are the benefits of ICCTA membership?

Legislative advocacy

Tracking and monitoring of state and federal legislation ▪ Continual lobbying and contact with legislators, state agencies, and other public officials ▪ Testimony at legislative and congressional hearings ▪ Drafting of bills and amendments ▪ Networking and coalition-building with other education and grassroots organizations ▪ Regular legislative updates to trustees and colleges ▪ Lobby Day in Springfield ▪ Coordinated visits at the National Legislative Seminar in Washington, D.C. ▪ Toll-free legislative hotline

Trustee training and education

Educational seminars ▪ Regional meetings ▪ Annual convention ▪ Mandatory leadership training ▪ *Welcome to the Board* packets for new trustees ▪ Trustee leadership DVD ▪ Resource library ▪ Trustee achievement and service awards ▪ Student trustee award ▪ Trustee Roundtable

Public relations

News releases and daily e-mail news alerts ▪ Recognition of outstanding faculty, alumni, business partners, and legislators ▪ Trustee training certificates ▪ Paul Simon Student Essay Contest ▪ Gandhi/King Peace Scholarship ▪ Cooperative efforts with college PR personnel

Consultation

Direct access to ICCTA staff on board policy and performance, referenda campaigns, and related topics ▪ Access to ICCTA's reference library ▪ Board self-evaluation services ▪ Referrals to outside consultants and search firms ▪ Retreat leadership ▪ Board self-evaluation facilitators

Local board input

Involvement with ICCTA Board of Representatives ▪ Participation on ICCTA committees on Government Relations, Trustee Education, Finance, Diversity, Bylaws, and Awards ▪ Regional trustee meetings and programs ▪ Task forces ▪ Coalitions ▪ Member surveys ▪ College visits by ICCTA staff ▪ Toll-free number

Information and research services

E-mail updates ▪ Website ▪ Social media posts ▪ Legislative bulletins and reports ▪ Membership and legislative directories ▪ Resource materials for newly elected or appointed trustees ▪ Compilation of community college laws ▪ Quick Surveys

Other services

Minimum Continuing Legal Education seminars for board attorneys ▪ Amicus curiae briefs filed at appellate-court level ▪ Policy handbook development ▪ Professional development conference for presidential secretaries and assistants ▪ ICCTA staff support for Presidents Council and Illinois Community College Board activities



07.24.2024 BOARD OF TRUSTEES MEETING

CALENDAR

July 24, 2024 @ 6:00 p.m.	Board of Trustees meeting
August 21, 2024 @ 6:00 p.m.	Board of Trustees meeting <i>Workforce Development Center</i>
September 18, 2024 @ 6:00 p.m.	Board of Trustees meeting
September 19, 2024	Wine Pull – Quincy Country Club
September 27, 2024	ICCB Board Meeting at JWCC
October 16, 2024 @ 6:00 p.m.	Board of Trustees meeting
November 13, 2024 @ 6:00 p.m.	Board of Trustees meeting
December 18, 2024 @ 6:00 p.m.	Board of Trustees meeting



Date: **7.24.2024** BOARD OF TRUSTEES MEETING
From: Amy Baker, Chief Human Resources Officer
RE: Personnel

Personnel Items to Be Approved:

New Hires—Regular

Klinner, Alexis-Instructor, Biology

Request authorization to hire into full-time, exempt, benefits-eligible, tenure-track, collective bargaining unit position at M, Step 1, effective August 15, 2024, at an annual salary of \$42,985.

Status Changes

Monica Foster-Manager, Adult Education

Request authorization to change status to full-time, exempt, benefits-eligible position of Director, Adult & Community Education effective July 1, 2024, at an annual salary of \$62,500.

New Hires--Associate Faculty

Dombroski, Benjamin – Instructor, Mathematics

Request authorization to hire into part-time position effective August 19, 2024, at \$690 per credit hour.

Vacancies

Coordinator, Audio/Visual

Request authorization to fill full-time, non-exempt, benefits-eligible position pending appropriate administrative review.

Personnel Items Reported:

New Hires—Non-Board Approved, Variable Part-time

Doughart-Wood, Isaac	Assistant, Grounds	Physical Plant	\$15.00
Newell, Caleb	Officer, Campus Police PT	Campus Police	\$20.00
Rolando, Carter	Tech Assistant, IT	IT	\$15.00
Vosse-Ochoa, Lindsey	Assistant, Physical Plant	Physical Plant	\$15.00

Retirements/Resignations-Accepted by President

Holtschlag, Adam-Manager, Grounds/Building Services - Resignation effective July 26, 2024.

Radkins, Gavin-Coordinator, Audio/Visual - Resignation effective June 26, 2024.

Smith, Joni-Assistant Professor, Health Sciences - Resignation effective June 29, 2024.

I concur with the Personnel recommendations.

July 24, 2024 JWCC Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

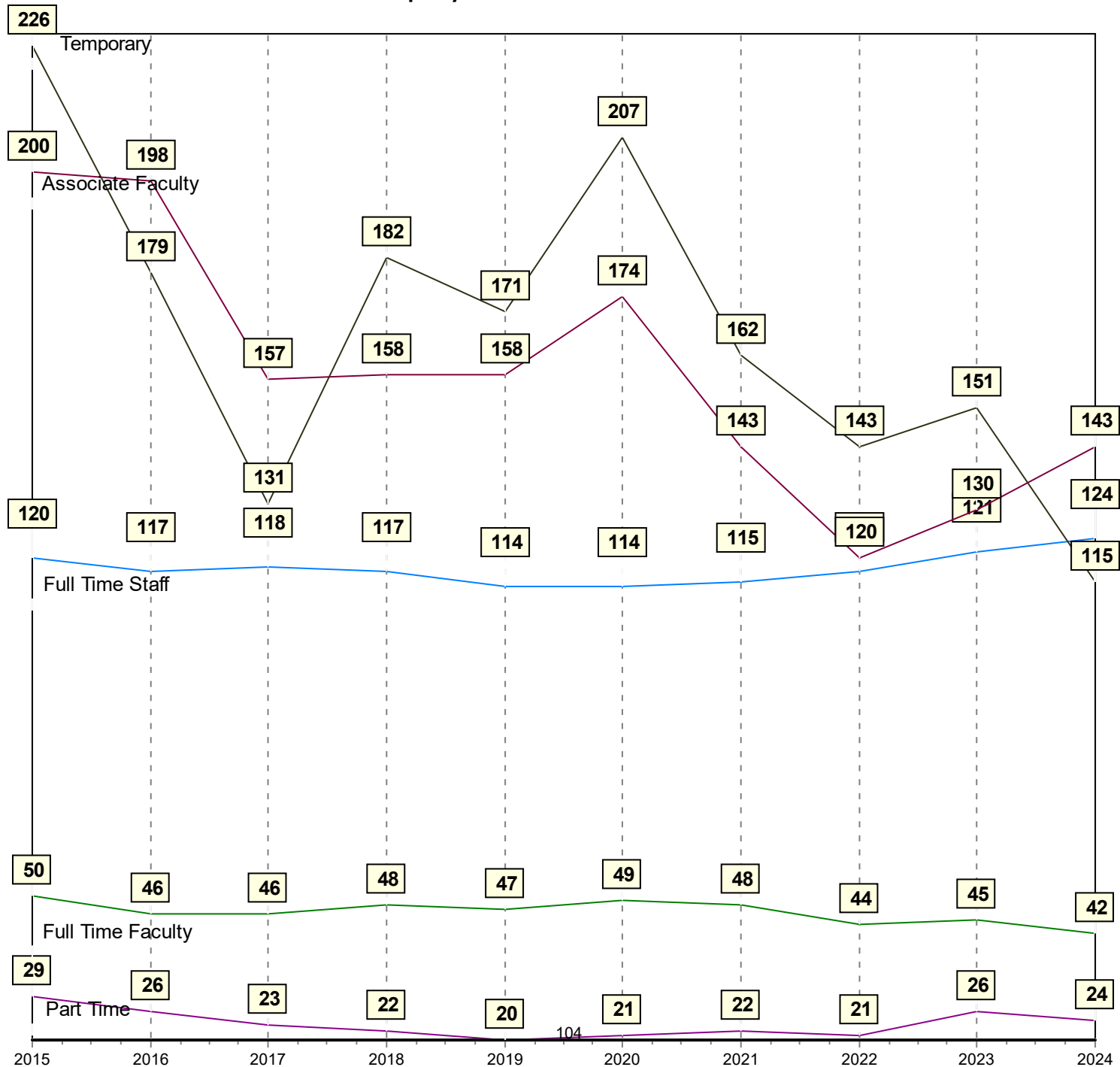
Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning

John Wood Community College, District No. 539

As Of 6/1/2024

Employment Trends





Date: **July 24, 2024** BOARD OF TRUSTEES MEETING
From: Josh Welker, Dean of Business Services & Institutional Effectiveness
Item: **Business**
RE: **Travel Expenditures**

Attached are Board expenditures and employee travel expenditures submitted for board approval at the Board of Trustees meeting.

Chairman of the Board

Secretary of the Board

Date

July 24, 2024 JWCC Board regular meeting

Mission: JWCC enriches lives through learning by providing accessible educational opportunities and services at an exceptional value.

Vision: JWCC will be the community's partner and leader in education, workforce training and lifelong learning.

Core Values: Excellence Accountability Integrity Servant Leadership Lifelong Learning

John Wood Community College

Expenditures for Payment

Accounts Payable.	<i>Presented to Finance Committee</i>
Payroll.	<i>Presented to Finance Committee</i>
Petty Cash.	<i>Presented to Finance Committee</i>
Purchase Cards.	<i>Presented to Finance Committee</i>

Ratification of Expenditures

The foregoing summary of obligations have been processed for payment. The College Administration certifies that these obligations, have been incurred in accordance with Board Policy, and where required, quotes and or bids were obtained. The Finance Committee of the Board has reviewed the payments and reported their findings to the Board of Trustees at the regular meeting.

Ratified this 24th day of July 2024.

Chair

Secretary

Board of Trustees of Community College
District No. 539, Counties of Adams,
Pike, Hancock, Calhoun, Schuyler,
Brown, Morgan, Scott, and Cass,
and the State of Illinois.

Board of Trustees Meeting