

**Rock Valley College
Community College District No. 511
3301 N Mulford Road, Rockford, IL 61114
COMMITTEE OF THE WHOLE MEETING
5:15 p.m. Tuesday, April 11, 2023**

On March 31, 2023, Governor Pritzker issued the forty-first Gubernatorial Disaster Proclamation for all counties in Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Under Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.

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

Access to the Board of Trustees meeting is provided via teleconference online <https://rockvalleycollege-edu.zoom.us/j/99507916249?pwd=MEZ2RGxsNIY2MIQxaWFFdWducFE5Zz09> or by phone at 312-626-6799 using **Meeting ID:** 995 0791 6249 **Passcode:** 397963. The meeting will include an opportunity for public comment. Any public member who would like to make a public comment can submit their public comment via email to RVC-BoardPC@rockvalleycollege.edu by 3:15 p.m. on April 11, 2023. Public comments submitted via email will be announced during the public comment portion of the meeting.

AGENDA

- A. Call to Order**
- B. Roll Call**
- C. Communications and Petitions (Public Comment)**
- D. Recognition of Visitors**
- E. Adjourn to Closed Session** to discuss 1)The purchase or lease of real property for the use of the public body per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act.
- F. Reconvene Open Session**
- G. Review of Minutes:** Committee of the Whole March 14, 2023
- H. General Presentations**
- I. Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia**
 - 1. Enrollment Update
 - 2. Higher Learning Commission (HLC) Update
 - 3. Sabbatical Approvals
 - 4. Faculty Tenure Update
 - 5. Completion Ceremonies Update
- J. Finance Discussion: Board Liaison Trustee Trojan / Trustee Soltow**
 - 1. Purchase Report(s) (A and B)
 - 2. All World Machinery Supply – One Year Tax Abatement
 - 3. Cash and Investment Report
 - 4. Fiscal Year 2024 Operations Budget (Funds 01 and 02)
- K. Operations Discussion: Board Liaison Trustee Kearney**
 - 1. Personnel Report
 - 2. Board Policy 3:10.030 Access to Personnel Files – Second Reading
 - 3. Resolution to Purchase Real Property at 311 South Winnebago Street; Rockford, IL
 - 4. Retirement Resolution
 - 5. Summer 2023 Flex Time
 - 6. Holiday 2023 College Closure
 - 7. Rock Valley College Events Calendar
- L. Other Business:**
 - 1. New Business/Unfinished Business

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5:15 p.m. Tuesday, April 11, 2023

- K. Adjourn to Closed Session** to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.
- L. Reconvene Open Session**
- M. Special Meeting - Review Facilities Master Plan:** April 17, 2023, at 5:15 p.m.; Meeting will be held virtually via teleconference or in-person in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.
- N. Next Regular and Reorganization Board of Trustees meeting:** April 25, 2023, at 5:15 p.m.; Meeting will be held in person in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.
- O. Next Committee of the Whole meeting:** May 9, 2023, at 5:15 p.m.; Meeting will be held in person in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.
- P. Adjourn**

Gloria Cardenas Cudia, Board Chair

**Rock Valley College
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**BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING
5:15 p.m. Tuesday, March 14, 2023
MINUTES**

On March 3, 2023, Governor Pritzker issued the fortieth Gubernatorial Disaster Proclamation for all counties in Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Under Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.

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Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting was convened remotely by teleconference on Tuesday, March 14, 2023. The meeting was called to order at 5:15 p.m. by Board Chair Gloria Cardenas Cudia.

Roll Call

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

Ms. Gloria Cardenas Cudia	Mr. Robert Trojan
Mr. Paul Gorski	Ms. Lynn Kearney joined the meeting at 5:18 p.m.
Mr. Ryan Russell, Student Trustee	Mr. Richard Kennedy

The following Trustees were absent at roll call: Mr. John Nelson and Ms. Crystal Soltow

Also Present: Dr. Howard Spearman, President; Mr. Rick Jenks, Vice President of Operations; Ms. Ellen Olson, Vice President of Finance; Mr. Jim Handley, Vice President of Human Resources; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Hansen Stewart, Vice President of Industry Partnerships and Community Engagement; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Dr. Amanda Smith, Vice President of Liberal Arts & Adult Education; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsabe Saucedo, Interim Assistant to the President; Ms. Tracy Luethje, Assistant to the Vice President of Operations; Attorney Matthew Gardner, Robbins Schwartz.

Communications and Petitions

There were no public comments, communications, and/or petitions.

Recognition of Visitors

There were no visitors to be recognized.

Review of Minutes

There were no comments on the minutes from February 14, 2023, Board of Trustees Committee of the Whole meeting.

General Presentations

There were no general presentations.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia

1. Enrollment Update: 14th Day Census; Student Profile

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the Enrollment Update: 14th Day Census Enrollment Report. Ms. Snider stated that the census data for the Spring Semester was through January 31, 2023. The figures presented show that RVC had declines in both unduplicated headcount and full-time equivalents from FY20 to FY21 and then again in FY22. RVC then shows an increase from FY22 to FY23 in unduplicated headcount and full-time equivalents. Ms. Snider stated that the information presented differs slightly from the data the Board of Trustees usually sees. The report Ms. Snider is showing is per ICCB definitions. The enrollment report includes all RVC's credit enrollments in Liberal Arts and Sciences (LAS) and Career and Technical Education (CTE), some vocational skills courses offered through continuing education, and adult education. Ms. Snider stated that the headcount has decreased by 4.4% over the last five years, but most recently, RVC has seen an almost 41% increase from Spring to Spring. RVC's credit hours and full-time equivalent (FTE) have declined 11.93% over the last five years, but most recently, an increase of about 22%. Ms. Snider said the report shows that RVC's unduplicated headcounts over the previous year are increasing faster than the credit hours, reflecting the part-time nature of RVC students. Discussion ensued.

Ms. Snider presented the Student Profile Report. Ms. Snider stated that the Student Profile report provides information describing students enrolled in Arts, Sciences, and Career Education (ASCE) credit courses at RVC in the Spring 2023 term. In Ms. Snider's presentation, she addressed who is currently attending RVC, who are the students attending RVC for the first time, and who are taking college classes for the first time. Ms. Snider stated that the difference between the 14th Day Census Enrollment Report and the Student Profile Report is that when she creates the student profile, she takes out the adult education and vocational skills classes so that RVC has a profile of RVC's credit students. Ms. Snider stated that the average age had decreased slightly; RVC's average age was 24, and this current spring, the average age is 23. The gender breakdown is 45% male students and 55% female students, and the minority enrollment had increased from 35% to 39%. Ms. Snider stated that first-time student enrollment remained relatively stable for the past five years. Discussion ensued.

Finance Discussion: Board Liaison Trustee Trojan/Trustee Soltow

1. Purchase Reports

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

Purchase Report A - FY 2023 Amendments:

A. Contractual Services - (Maintenance Services Site/Grounds)

1. Khione Management Services	Cicero, IL	\$ 60,000.00 (1)*
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B. Consulting - (Other Contractual Services: Human Resources)

Cottingham & Butler DBA

2. Carlson Dettmann Consulting	Carol Stream, IL	\$ 5,500.00 (2)*
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Discussion ensued on item B.

Purchase Report B - FY 2023 Purchases:

- A. On-Line Communications – (Instructional Software & Administrative Software: General Institutional Software)
- | | | | |
|----|---------------------------------|--------------|-------------------|
| 1. | Zoom Video Communications, Inc. | San Jose, CA | \$ 26,000.00 (1)* |
|----|---------------------------------|--------------|-------------------|
- B. Printing – (Print/Copy Commercial Services: Continuing & Community Education)
- | | | | |
|----|----------------------------|-----------------|-------------------|
| 2. | KK Stevens Publishing, Co. | Astoria, IL | \$ 24,200.00 (2)* |
| | Action Printing | Fond du Lac, WI | \$ 29,210.00 |
- C. Instructional Equipment – (Instructional Equipment: Automotive Services)
- | | | | |
|----|--------------|---------------|-------------------|
| 3. | Mohawk Lifts | Amsterdam, NY | \$ 32,000.00 (3)* |
|----|--------------|---------------|-------------------|
- D. Instructional Equipment – (Capital Instructional Equipment: Perkins Post-Secondary)
- | | | | |
|----|--------------|----------------|-------------------|
| 4. | B&H Photo | New York, NY | \$ 11,300.00 (4)* |
| | Vintage King | Troy, MI | \$ 12,250.00 |
| | Sweetwater | Fort Wayne, IN | \$ 12,300.00 |
- E. Instructional Equipment – (Capital Instructional Equipment: Perkins Post-Secondary)
- | | | | |
|----|-----------|--------------|------------------|
| 5. | B&H Photo | New York, NY | \$ 8,400.00 (5)* |
|----|-----------|--------------|------------------|
- F. Instructional Equipment – (Capital Instructional Equipment: ECACE and HEERF)
- | | | | |
|----|-----------------------------|-------------------|-------------------|
| 6. | CDW-G | Chicago, IL | \$ 20,900.00 (6)* |
| | ACP CreativIT | Buffalo Grove, IL | \$ 21,500.00 |
| | CTI Conference Technologies | Itasca, IL | \$ 33,300.00 |
- G. Instructional Equipment – (Capital Instructional Equipment: Workforce Equity Initiative 2022)
- | | | | |
|----|--------------|------------|-------------------|
| 7. | Simformotion | Peoria, IL | \$ 88,000.00 (7)* |
|----|--------------|------------|-------------------|
- H. Instructional Equipment – (Capital Instructional Equipment: PATH Grant)
- | | | | |
|----|-----------------|-------------|-------------------|
| 8. | Stryker Medical | Chicago, IL | \$ 20,100.00 (8)* |
|----|-----------------|-------------|-------------------|
- I. Instructional Equipment – (Capital Instructional Equipment: PATH Grant)
- | | | | |
|----|-----------------|--------------|-------------------|
| 9. | Echo Healthcare | Sarasota, FL | \$ 23,610.00 (9)* |
|----|-----------------|--------------|-------------------|
- J. Equipment – (HEERF: General Institutional Expenses)
- | | | | |
|-----|-----------------|----------------|--------------------|
| 10. | Sound, Inc. | Naperville, IL | \$ 56,738.00 (10)* |
| | Media Resources | Lisle, IL | \$ 38,435.00 |
- K. Repairs – (Maintenance Services Plan Operation Equipment: Boiler House)
- | | | | |
|-----|----------|----------------|--------------------|
| 11. | Helm | Freeport, IL | \$ 15,900.00 (11)* |
| | Culligan | Loves Park, IL | \$ 18,859.00 |

Discussion ensued on Purchase Report B, grant-funded items, and items J and K. Trustee Trojan requested a dollar amount on material purchases funded by the Perkins Grant. Trustee Trojan also would like to know how much monies annually are going through all of the grants (ex., HEERF, WEI, PATH, etc.). Ms. Snider stated she would provide the figures at a later date.

2. Cash and Investment

Ms. Olson presented the Cash and Investment Report through February 28, 2023. Total operating cash is \$28,589,788. Total operating cash and investments are \$73,535,274. Total capital funds are \$11,506,241. Since January 31, 2023, the change in capital funds has been \$39,188. Therefore, the difference in the operating cash

and investments since January 31, 2022, was <\$2,970,685>. Ms. Olson stated that the total operating cash and investment funds were 69.59% of the Fiscal Year 2023 operating budget. Ms. Olson said she is comfortable with the 69.59% ratio. Discussion ensued.

Operations Discussion: Board Liaison Trustee Kearney

1. Personnel Report

Mr. Jim Handley, vice president of human resources, presented the Personnel Report for March 2023. There is one appointment, Christine Lott, Human Resources Director, and one placeholder for the Director of Records and Registration/Registrar. Mr. Handley stated that the Director of Records and Registration/Registrar would be redlined as it should not have been on the Board Report due to the position being a Professional Staff Association (PSA) position.

2. Board Policy 3:10.030 Access to Personnel Files (First Reading)

Mr. Handley presented the first reading of the Board Policy 3:10.030 Access to Personnel Files. Mr. Handley stated that the Illinois Personnel Record Review Act states that an employer shall provide an employee with an inspection opportunity within seven working days after the employee makes the request, or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional seven days to comply.

Board Policy 3:10.030 currently states that employees may examine items in their personnel file with a 24-hour written notice to the Vice President of Human Resources or designee. The revised Board Policy updates the timeframe for employees to meet with Human Resources and examine items in their personnel file within three working days of their written request to the Vice President of Human Resources or designee. This will allow the Human Resources team time to inspect and ensure that all printed and digital documents are available for an employee's review and comply with the Illinois Personnel Record Review Act requirements.

It is recommended that the Board of Trustees approves the amendment to Board Policy 3:10.030 to comply with the Illinois Personnel Record Review Act. Discussion ensued.

3. Rock Valley College Street Naming Process Background

Mr. Rick Jenks, vice president of operations, reviewed the Street Naming Process Background. Mr. Jenks stated that in January 2019, Rock Valley College joined 12 other police departments in Winnebago County in agreeing to consolidate our police report writing and dispatch systems into one unified system. As part of this effort, the City of Rockford and Winnebago County worked on updating addresses and locations in the county-wide Geographic Information System (GIS) database and correcting areas of the city and county where addresses needed to be correctly entered or added in the system. In addition, RVC took advantage of this timing to create names for the roadways on the main campus to ensure a proper emergency response by first responders and proper documentation of emergency events should they occur.

At the April 2020 Committee of the Whole meeting, it was recommended that Rock Valley College label its roadways and create address locations for all buildings on campus. At the trustees' suggestion, the name selection process offered a naming opportunity to each employee group. Finally, the selection process results were revealed at the June 2020 Committee of the Whole meeting. Mr. Jenks explained that changing the name of any of these streets is possible. Still, it would require extensive work by the City of Rockford and Winnebago County E-911 systems to update the information in their emergency response database systems. In addition, the Winnebago County Geographic Information System (WinGIS) would need to update its respective database system. Finally, Rock Valley College must notify the RVC employee groups that the street names they selected are being changed. Discussion ensued.

4. Industry Partnerships/Community Engagement Strategic Plan Update

Dr. Hansen Stewart, vice president of industry partnerships and community engagement, presented the Industry Partnerships/Community Engagement Strategic Plan Update. Dr. Stewart stated that the Strategic Plan

for Industry Partnerships and Community Engagement aligns with RVC's Strategic Planning Pillars. The objective is to recruit, retain, and place qualified personnel with businesses and community-based organizations. RVC is collaborating with industry partners to establish personnel needs for training. RVC uses multidimensional platforms to market and promote offers that will help boost recruitment. RVC will use course evaluations, surveys, and advisory committees to strengthen the College's program qualities. RVC will customize training to meet the needs of industry partners and boost enrollment. RVC would facilitate targeted events like job fairs, organize tours to industry partner sites, and have one-on-one meetings with employers to help with placements. RVC's goal is to establish RVC as the training hub of the region by ensuring workforce needs are met through the non-credit department and customized training and to promote economic development and divisional profitability. Discussion ensued.

5. Advanced Technology Center (ATC) Sponsorship Program

Dr. Patrick Peyer, vice president of student affairs, presented the ATC Sponsorship Program. Dr. Peyer explained that on December 15, 2020, the Rock Valley College Board of Trustees approved BR7778 to authorize \$1.5 million to sponsor student tuition for programs offered during Fiscal Year 2022 at the new Advanced Technology Center (ATC) in Belvidere, IL.

On December 21, 2021, the Rock Valley College Board of Trustees approved BR7883 to authorize and extend the use of unallocated funds to continue to sponsor student tuition for programs offered, during Fiscal Year 2023, primarily at the Advanced Technology Center.

The ATC Sponsorship program has supported 253 students, totaling \$757,446.90. In addition, RVC is proposing to continue to offer free tuition for students who enroll in coursework primarily at the Advanced Technology Center during Fiscal Year 2024. Programs of study include CNC Machining, Mechatronics, Truck Driver Training, Industrial Maintenance, and Welding.

To qualify for the free tuition, students must have been a resident of RVC's service area (District 511) as of July 1, 2022. Free tuition will be limited to \$10,000 per student during Fiscal Year 2024 and by course and program enrollment capacity, estimated at 300 students. The free tuition initiative does not include course program fees, institutional fees, textbooks, and related instructional materials.

The Administration recommends that the RVC Board of Trustees approves extending the ATC Sponsorship Program through Fiscal Year 2024 and approve using the remaining unallocated funds not to exceed \$700,000 to support the ATC Sponsorship Program. Discussion ensued.

6. Professional Development Strategic Plan Update

Mr. Handley presented the Professional Development Strategic Plan Update. Mr. Handley stated that the Primary Strategic Pillar is to offer exceptional training opportunities. The objectives are to identify goals, resources, activities, and learning opportunities for growth with employees and document the required skill and competency development employees need to support continuous improvement and career development. The Professional Development Committee will identify milestones for completing goals and objectives that assess progress toward desired outcomes and encourage continuous learning, performance improvement, and personal growth. Discussion ensued.

7. RVC College Events Calendar

Mr. Handley presented the RVC on-campus events calendar for March, April, and May 2023. Discussion ensued.

New Business / Unfinished Business

New Business – There is no new business.

Unfinished Business – Dr. Spearman said Mr. Jenks would discuss the construction contingency plan. Mr. Jenks explained the process of RVC's construction contingencies. The recommendation proposed is that the board vote on the contingency signed in the project. That's typically designed by the architects and the engineers

based on the type of project. The project continues to have its original scope, and should a change be needed for that project, it would go through the College's change order process. The process involves review by the architects, the engineering firms, and our design and construction team. Then, the change order is sent to Mr. Jenks for review, then to Dr. Spearman for review before it's finally either approved or denied. Each month at the Committee of the Whole meeting, the Administration will supply the Board with a list of the change orders for each construction project. Discussion ensued.

Adjourn to Closed Session

At 6:37 p.m., a motion was made by Trustee Trojan, seconded by Trustee Gorski, to adjourn to closed session to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting per Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 7:28 p.m., a motion was made by Trustee Kearney, seconded by Trustee Kennedy, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Next Regular Board of Trustees Meeting

The next Regular Board of Trustees meeting will be held on March 28, 2023, at 5:15 p.m.; The meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.

Next Committee of the Whole Meeting

The next Committee of the Whole meeting will be held on April 11, 2023, at 5:15 p.m.; The meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.

Adjourn

At 7:30 p.m., a motion was made by Trustee Kearney, seconded by Trustee Trojan, to adjourn the meeting. The motion was approved by a unanimous roll call vote.

Submitted by: Tracy L. Luethje

Robert Trojan, Secretary

Gloria Cardenas Cudia, Chairperson

FY2023 Enrollment Update

Board of Trustees Committee of the Whole – April 11, 2023

Term	Unduplicated Headcount				Credit Hours				Budget	
	FY2022	FY2023	Change	% Change	FY2022	FY2023	Change	% Change	Budget	% to Budget
Summer II	1,968	1,942	-26	-1.32%	8,795.5	8,456	-339.5	-3.86%	9000	94%
Fall	5,290	5,387	97	1.83%	51,147	50,812.5	-335	-0.65%	51,100	99%
Subtotal (Summer II + Fall)	7,258	7,329	71	0.98%	59,942.5	59,268.5	-674	-1.12%	60,100	99%
Winterim	281	376	95	33.81%	935	1,227	292	31.23%	900	136%
Spring	5,203	5,542	339	6.52%	46,372	47,892	1,520	3.28%	45,000	106%
Subtotal (Summer II + Fall + Winterim + Spring)	12,742	13,247	505	3.96%	107,249.5	108,387.5	1,138	1.06%	106,000	102%
Summer I	1,065	812	-253	-23.8%	4,339.5	3,546	-793.5	-18.3%	4,000	88.7%
Total	13,807	14,059	252	1.83%	111,589	111,933.5	344.5	0.31%	110,000	102%

Source: Summer II Enrollment Ticker (Final 08/02/22), Fall Enrollment Ticker (Final 12/09/22), Winterim Enrollment Ticker (Final 01/09/23), Spring and Summer I Enrollment Tickers I (04/03/2023)

Important Dates:

- Spring 14th Day was January 31, 2023.
- Summer I registration opened March 1, 2023.
- Spring term ends May 19, 2023.
- Summer I term begins May 22, 2023.

FY2024 Enrollment Update

Board of Trustees Committee of the Whole – April 11, 2023

Term	Unduplicated Headcount				Credit Hours				Budget	
	FY2023	FY2024	Change	% Change	FY2023	FY2024	Change	% Change	Budget	% to Budget
Summer II	1,472	1,035	-437	-29.69%	6,557.5	4,484	-2,073.5	-31.62%	9,000	50%
Fall	2,385	1,699	-686	-28.76%	26,224.5	18,940.5	-7,284	-27.78%	51,100	37%
Subtotal (Summer II + Fall)	3,857	2,734	-1,123	-29.12%	32,782	23,424.5	-9,357.5	-28.54%	60,100	39%
Winterim	--	--	--	--	--	--	--	--	900	--
Spring	--	--	--	--	--	--	--	--	45,000	--
Subtotal (Summer II + Fall + Winterim + Spring)	--	--	--	--	--	--	--	--	106,000	--
Summer I	--	--	--	--	--	--	--	--	4,000	--
Total	--	--	--	--	--	--	--	--	110,000	--

Sources: FY2024 Summer II and Fall Enrollment Tickers (04/03/23)

Important Dates:

- Summer II registration opened March 1, 2023.
- Fall registration opened March 9, 2023.
- Summer II classes begin June 20, 2023.
- Fall classes begin August 19, 2023 (weekend classes) and August 21, 2023 (weekday classes).



Higher Learning Commission (HLC) Accreditation Updates Committee of the Whole – April 11, 2023

From the Commission

Programs and Events:

- Optimizing Co-curricular Assessment Webinar Series: March 2, 7, and 9, 2023
To be attended by DEI staff, Luevinus Muhammad, and Lisa Mehlig
- 2023 Annual HLC Conference: March 25-28
To be attended by Amanda Smith, Hansen Stewart, Yohanes Honu, Danielle Hardesty, and Lisa Mehlig
- Collaborating on Quality Virtual Workshop: April 13-14, 2023
Team-based virtual workshop to support an institution’s preparations for an upcoming comprehensive evaluation

To be attended by Steering Committee members; Heather Snider, Amanda Smith, Patrick Peyer, Keith Barnes, Nancy McDonald, and Lisa Mehlig are currently registered, but one co-chair from Criterion 2 (Rick Jenks or Tim Spielman) and 3 (Mark Lanting, Terrica Huntly, or Danielle Hardesty) subcommittees will also be registered to reach our maximum participation of an 8-member team.

Institutional Update: Due April 8, 2023

Ellen Olson has completed the Financial Form and Sharla Parsons has completed the Non-financial Form for review. Well on track to be completed by due date.

From the Steering Committee

Membership

Those serving on Criterion Subcommittees ended their requested year of service at the end of the 2022 calendar year. The membership information below shows this year’s membership in those subcommittees, as well as changes to the Steering Committee with some co-chair transitions.

HLC Steering Committee Members

Keith Barnes (DEI)	Rick Jenks (C2)	Sharla Parsons (FC)
Kym Blanchard (C4)	Mark Lanting (C3)	Patrick Peyer (C4)
Kenneth Coleman (C4)	Kathy McCarty (C1)	Amanda Smith (C4)
Paul Gorski (ad hoc)	Nancy McDonald (C1)	Heather Snider (C5)
Jim Handley (C5)	Lisa Mehlig (Chair)	President Spearman (ad hoc)
Danielle Hardesty (C3)	Ellen Olson (C5)	Tim Spielman (C2)
Terrica Huntley (C3)		



The parenthetical notes which accreditation criterion the member co-chairs. No parenthetical information indicates a member at large.

HLC Criterion Subcommittee Members

Criterion 1	Criterion 2	Criterion 3	Criterion 4	Criterion 5
Yvonne Busker	Bob Betts	Debra Booton	Joseph Agbeko	Tabinda Azam
David Dosier	Rachel Boge	Stephen Donahue	Tekkahmah Curry	Linda Buerger
Jerry LaBuy	Andy Graber	Richard Gocken	Erin Fisher	Melissa Gear
Takeisha Lambert	Mathew Oakes	Rhonda Hutter	Jessica Higgins	Deb Glistner
Jennifer Thompson	Sharla Parsons	Suzanne Miller	Yohanes Honu	Kim Haley
	Jason Uecker	Jennifer Nordstrom	Christine Lott	Jimmy Johann
	Chris Wasson	Tabitha Sims	Jenn Mickelson	Lori Mack
	Joe Woolford	Lien Vu	Mike Miller	Rob Mawyer
		Margaret Westerman	William Siaw	Janet Taylor
			Carl Trank	Brian Wagner
			Jef Tripp	Anna Wandtke
			Tricia Wagner	
			Amanda Zika	

Workflow

- Subcommittees are working on implementation and monitoring of action items identified by review during the 2022 calendar year. As time permits, they are also working on refining the drafted narratives.
- Next steps include preparing the Board, faculty, and staff for the upcoming comprehensive review and site visit, as well as engaging students and community members in the comprehensive review process.

From the Assessment Academy Team

The Team and members of the two assessment committees have been meeting with our academy mentor to discuss the project to date and facilitate the development of a sustainability plan.

March 1: How is the institution developing a culture of learning? (This included an initial review of the *2023 Culture of Assessment for Student Learning Survey*).

March 8: What challenges have been overcome and what challenges remain on the horizon?

- As we continue to travel along the trajectory of institutionalizing our best practices, how can we encourage all faculty and adjuncts to use multiple measures and modalities when assessing student performance? We have just begun to emphasize this as a best practice, but have not yet set it as an expectation.
- How do we get them to adopt using multiple strategies for students to demonstrate the acquisition of knowledge and skills? We have been running Universal Design for Learning (UDL) cohorts on campus with the Center for Applied Special Technology (CAST) for the past two years and will start a third cohort this spring. Many of these participants have embraced this and have shared it out on occasion with faculty, but we need to institutionalize it as a best practice and set it as an expectation.
- What are some frameworks used to institute college-wide Assessment Days?
- Are there any tips on motivating colleagues to close the loop in assessment, thereby instituting continuous improvement?

April 5: How is the institution evaluating the projects or initiatives implemented to ensure effectiveness?

- How can we best use and integrate the work from the Assessment Academy into our pending Comprehensive Review with HLC in October 2024?

April 19: How is the Academy team devising a communication plan to share findings to stakeholders? How is the Academy team addressing sustainability beyond the Academy experience?

- In general, what are some tips for successful project completion, scale, and sustainability?

HLC Assessment Academy Team

Kym Blanchard
 Lisa Mehlig (team lead)
 Patrick Peyer

Amanda Smith
 Heather Snider
 Hansen Stewart

The assessment committees engage in operationalizing the work of the Team. Those committees include the following:

Co-curricular Assessment Committee		
Kym Blanchard Kenneth Coleman Michele Graham Joey Holmes Terrica Huntley (co-chair)	Jerry LaBuy Lisa Mehlig (co-chair) Andrea McCauley Darin Monroe Luevinus Muhammed (co-chair)	Sheila Ogbevire Patrick Peyer Heather Snider (ad hoc) Kevan Watkins
Curricular Assessment Committee		
Denise Anderson Kym Blanchard Debbie Booton Liz Brown Katie Buss Danielle Hardesty	Takeisha Lambert Mark Lanting Lisa Mehlig (co-chair) Suzanne Miller (co-chair) Todd Morgan Chad Roth	Cindi Schaefer Amanda Smith (ad hoc) Heather Snider (ad hoc) Stephanie Wascher Margaret Westerman Amanda Zika

Personnel Report - Sabbaticals

Background: Dr. Danielle Hardesty is proposing a year-long sabbatical to research and implement equity-based assessment practices to improve student-centered learning at Rock Valley College. This includes researching the latest equity-centered assessment trends in higher education and contemporary assessment practices. She will analyze assessments at the curricular, co-curricular, and extra-curricular levels at Rock Valley College, creating resources and professional development programming. She will create an interdepartmental dialogue between chairs on assessment, equity, and different approaches to student learning and implement equity-centered assessment practices.

Recommendation: It is recommended that the Board of Trustees approve the following personnel action:

- A. SABBATICAL LEAVE, one academic year, Academic Year 2023-2024**, granted in accordance with the 2021-2026 collective bargaining agreement, Section 8.5.7, to **Dr. Danielle Hardesty (E0475668)**, Associate Professor of Philosophy.

Assignment: A sabbatical leave for one academic year (Fall 2023-Spring 2024), including teaching a standard semester instructional workload (15 CHEs) over two semesters at 100% salary.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

TO: Rock Valley College Board of Trustees
VIA: Dr. Howard J. Spearman, President
FROM: Dr. Amanda Smith, Chief Academic Officer
DATE: April 3, 2023

Information Items for April 2023 Board Meeting:

Faculty entering upon tenure effective academic year 2023-2024:

In accordance with the Illinois Public Community College Act, 110 ILCS 805, Section 3B-2 <https://law.onecle.com/illinois/110ilcs805/3B-2.html>, the following probationary faculty members enter upon tenure effective with the 2023-2024 academic year:

Jessica Higgins (E0531946), Nursing

Probationary faculty members recommended for:

Retention for the fourth year, effective with the 2023-2024 academic year:

Shawn Doyle (E0121563) – Engineering & Technology
Carl Trank (E0129485) – Developmental Math

Probationary faculty members recommended for:

Retention for the third year, effective with the 2023-2024 academic year:

Krista Hoecherl Benassi (E0542598) – Life Sciences
Frederick James Brun (E0102057) – Accounting
Jerry Hose, II (E0360689) – Aviation Instructor
William Isham (E0132753) – Welding
Robert Srygler (E0484238) – Biology
Jeff Petty (E0107478) - Welding

Probationary faculty members recommended for:

Retention for the second year, effective with the 2023-2024 academic year:

Elizabeth Duhn (E0442010) – Nursing Lab/Simulation Instructor
Christine Garbe (E0103378) – Nursing
Joshua Glovinsky (E0328848) – CIS
Drew Hallam (E0462681) – Aviation
Amanda Hoffland (E0176644) – Nursing
Christopher Joyner (E0554030) – Music
Lindsey Kasten (E0278293) – Director of (Respiratory) Clinical Education & Full-Time Faculty
Jennifer Kunkel (E0122720) – CIS
Yousra Salem (E0332180) – Chemistry
Tombi Smith (E0361334) – Nursing
Della Whitworth (E0473526) – Nursing
Norbert Ziemer (E0361547) – Mechatronics
Gwen Zimmerman (E0125706) – Nursing

2023 Commencement Event Information
Board of Trustees Committee of the Whole
April 11, 2023

Commencement Event	Date	Time	Location
Workforce Equity Initiative (WEI) Completion Ceremony	Thursday, April 1, 2023	10:00 am	Main Campus, Student Center (SC) Atrium
TRIO Ceremony	Friday, May 5, 2023	11:00am-2:00pm	Main Campus, Student Center (SC) Atrium
Phlebotomy Pinning Ceremony	Thursday, May 11, 2023	6:00pm-7:30pm	Main Campus, Student Center (SC) Atrium
Hispanic Recognition Celebration	Friday, May 12, 2023	2:00pm-4:00pm	Main Campus, Starlight Theater
Massage Therapy Graduation	Friday, May 12, 2023	6:00pm	Main Campus, Student Center (SC) Atrium
Sankofa: Celebrating Our Past While Informing Our Future Completion Ceremony	Friday, May 12, 2023	6:00pm	Stenstrom Center for Career Education
Respiratory Care Program Pinning Ceremony	Wednesday, May 17, 2023	2:00pm-3:00pm	Main Campus, Student Center (SC) Atrium
Nursing Program Pinning Ceremony	Thursday, May 18, 2023	10:00am-11:00am	Main Campus, Student Center (SC) Atrium
Dental Hygiene Program Pinning Ceremony	Thursday, May 18, 2023	12:15pm-1:15pm	Main Campus, Student Center (SC) Atrium
Certificate Recognition Ceremony	Thursday, May 18, 2023	2:00pm	TBD
GED Graduation Ceremony	Thursday, May 18, 2023	6:00pm	Main Campus, Physical Education Center (PEC)
Commencement Ceremony-AS, AES, AAS	Friday, May 19, 2023	2:00pm	Main Campus, Physical Education Center (PEC)
Commencement Ceremony-AA	Friday, May 19, 2023	6:00pm	Main Campus, Physical Education Center (PEC)
RAISE Graduation Ceremony	Thursday, May 28, 2023	4:00pm	Main Campus, Student Center (SC) Atrium
Highway Construction	Thursday, June 8, 2023	11:00am	Main Campus, Education Resource Center (ERC), Performing Arts Room (PAR)

Purchase Report-A = FY2023 Amendments

Recommendation: Board approval for items marked with an asterisk

A. Textbooks - (Instructional Supplies General: Early Childhood Access Consortium (ECACE))

Barnes & Noble Rockford IL \$2,290.65*(1)

1. The Early Childhood Access Consortium for Equity grant supports the needs of the incumbent early childhood workforce and to advance racial equity. The grant is designed to provide supportive services for Early Childhood Education (ECE) students. In addition, textbooks will be purchased for students enrolled in ECE classes, thus reducing the cost to the student. This increase is due to an unforeseen increase in the cost of one of the books.

Original approved amount	\$19,265.85 (\$19,266.00 approved on the BR)
Increase requested	\$2,290.65
New total expenditure	\$21,556.50

FY2023 Grant Expense
Original Board Report BR #8013-B

B. Contract Services - (Participant Travel for Athletic Department)

Enterprise Rent-A-Car Midwest Rockford IL \$14,000.00*(4)

4. Due to the rising cost of charter bus services during FY2023, the Athletic Department looked to Enterprise Rent-A-Car to rent vans versus buses to save costs when taking shorter trips. This request is an estimated cost for rentals through June 30, 2023.

Original approved amount	\$8,250.00
Increase requested	\$14,000.00
New total expenditure	\$22,250.00

FY2023 Budgeted Expense

Purchase Report-A = FY2023 Amendments

C. Contractual Services - (Maintenance Services: Plant Operations and Maintenance: Boiler House)

Johnson Control Fire Protection Palatine IL \$9,000.00*(2)

2. This second amendment for the fire alarm testing and repairs is due to the supply chain cost increase of parts on an aging system and a contractual increase due to the increased number of fire alarm devices that need to be inspected. The first amendment amount was incorrectly calculated, and this adjustment will cover the college projected expenses for the remainder of the fiscal year.

Original approved amount	\$40,000.00
First Amendment Increase amount*	\$37,000 + \$7,000.00 = \$44,000
Second Amendment Increase amount	\$44,000 (new amount) + \$9,000.00 (increase)
 New total expenditure	 \$53,000.00

FY2023 Budgeted Expense
 Original Board Report BR #7938-B
 First Amendment Board Report BR #7992-A

*Note: Original approved amount was mislabeled as \$37,000 on BR #7992A. The first Amendment listed a \$7,000 increase for a total approved expense of \$44,000. This final adjustment will correct the total projected expense to \$53,000.

*This purchase is exempt from Bid under the Illinois State Statute (110 LCS 505/3-21.1)
 Exception E: Contracts for the maintenance or servicing of, or provision of repair parts for, equipment made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent.*

Purchase Report-A = FY2023 Amendments

D. Service - (Telephone Service Charges: IT Telecommunications)

Stratus Networks Peoria Heights IL

\$16,800.00*(3)

3. This vendor provides the College with Long Distance and T-1 analog lines for the emergency communication system. The increase requested is due to the increased -in-loop costs to the underlying provider (vendor). The IT Department is currently working with the vendor to devise a plan to reduce the price. Until this is resolved, the College will have to pay the higher cost. Therefore, this increase is based on coverage through June 30, 2023.

Original approved amount	\$9,500.00
Increase requested	\$16,800.00
New total expenditure	\$26,300.00

FY2023 Budgeted Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-B - FY2023 Purchases

Recommendation: Board approval for items marked with an asterisk

A. Contractual Services - (Other Conference & Meeting Expenses: Upward Bound Direct)

Nucleus Robotics Los Angeles CA **\$15,900.00*(1)**

1. The Nucleus Software will be used in the TRIO Upward Bound six-week summer program and during the 2023-2024 school year for the TRIO Students. The software programs include Financial Literacy, Entrepreneurship, and Social Emotional Learning.

FY2023 Grant Expense

B. Equipment - (Operations & Maintenance Fund - POM, Equipment)

Mid-State Equipment Columbus, WI	\$16,250.00*(2)
Cherry Valley Landscape Center Rockford, IL	\$17,604.00
Russo Power Equipment Schiller Park, IL	\$19,667.00

2. This expense is for a new multipurpose spreader and sprayer. This new unit will replace an approximately 17-year-old unit (T10). The old unit only allowed for the spreading of granular material. This new unit will allow for liquid and granular disbursement.

FY2023 Capital Expense

C. Food - (Food: College Bridge Program Grant 2023)

Schnucks Market Rockford IL **\$26,900.00*(3)**

3. This expense is for purchasing gift cards under the College Bridge Program Grant. The grant provides \$100 gift cards for economically challenged students. FY2023 College Bridge Program participants will receive this assistance to aid in overcoming food insecurities that may interfere with their academic success. Identified students will receive food gift cards according to eligibility. All invoices and receipts are tracked and submitted to the Rock Valley College Accounts Payable Department for documentation.

FY2023 Grant Expense

Purchase Report-B - FY2023 Purchases

D. Transportation - (Gas: College Bridge Program Grant 2023)

Kelley Williamson Rockford IL \$16,000.00*(4)

4. This expense is for purchasing gift cards under the College Bridge Program Grant. The College Bridge Program participants will receive up to four \$50 gift cards per month to aid in transportation challenges interfering with their academic success. Identified students will receive fuel gift cards according to eligibility. All invoices and receipts are tracked and submitted to the Rock Valley College Accounts Payable Department for documentation.

FY2023 Grant Expense

E. Fleet Trucks - (Capital Service Equipment - Fleet Equipment)

Kunes Elkhorn WI \$59,678.00*(5)
Kunes Elkhorn WI \$60,678.00*(5)
Kunes Elkhorn WI \$64,678.00*(5)

5. Bid #23-13 was issued in March 2023 for one Ford F250 pickup truck and one Ford F350 pickup truck. No bids were received because car dealerships are not willing to honor any bids due to the current supply chain issues across the country. Also, there is no state contract pricing at this time due to Ford recently canceling all government contracts. The two trucks were approved to be purchased from the FY2023 budget, and the Board recently approved the purchase of three more trucks for FY2024.

It is not anticipated that supply chain issues will improve in the coming year. After the failed bid for the F250 and F350 pickup trucks, the Administration requested permission from the Board Chair to utilize the same emergency funding provision of BR7746 that was utilized in the past to purchase new RVC vans. The request was approved, and the College has located and purchased three of the five trucks needed.

FY2023 Capital Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

All World Machinery Supply – One Year Tax Abatement

BACKGROUND:

Rock Valley College approved a five-year 50 percent (50%) tax abatement from the property being developed by All World Machinery Supply, Inc. September 23, 2014, (Attorney Report #321) located in Roscoe, IL, more specifically identified as property tax index number 04-15-300-020. The abatement was effective for five years for the following periods:

- 50% of the 2014 real estate taxes payable in 2015
- 50% of the 2015 real estate taxes payable in 2016
- 50% of the 2016 real estate taxes payable in 2017
- 50% of the 2017 real estate taxes payable in 2018
- 50% of the 2018 real estate taxes payable in 2019

All World Machinery Supply, Inc. has specifically requested a tax abatement for a period of one (1) additional year at fifty percent (50%) due to the original tax abatement not affecting all five (5) years of the equalized assessed value (EAV) as developed property.

The estimated amount of the abatement is \$3,300 to \$3,500 for one (1) year.

RECOMMENDATION:

It is recommended that the Board of Trustees uphold the original purpose of the tax abatement set forth in Attorney Report #321. The abatement shall not exceed a period of one (1) year in fulfilling the original spirit and intent of the previously approved Attorney Report #321.

Therefore, the Board of Trustees of Rock Valley College orders the Winnebago County Clerk to abate that portion of the College’s share of property taxes to be levied against the property commonly known as 6164 All World Way, Roscoe, Illinois, and more specifically identified by property index number 04-15-300-020 by the following percentages:

Year	Taxes From	Payable In	Abatement %
One (1)	2023	2024	50%

Further, the total tax abatement All World Machinery Supply, Inc. receives pursuant to this tax abatement commencing with the 2023 tax payable in 2024 shall not exceed three thousand five hundred dollars (\$3,500).

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

ROCK VALLEY COLLEGE
Cash and Investment Report
March 31, 2023

Month End Balance

Operating Cash Accounts

Illinois Bank & Trust	4,516,955
PMA Operating Cash	10,270,063
Petty Cash	3,274
ISDLAF*	16,889,419

Total Operating Cash: 31,679,710

Operating Investments Accounts

PMA Operating	498,132
ISDLAF*	320,034
CD's and CDARS	27,547,828
Treasuries	16,674,946
ISDLAF Term Series	-
FHLB Discount Notes	-

Total Operating Investments: 45,040,940

Total Operating Cash & Investments: 76,720,650

Total Operating Cash and Investments on February 28, 2023	<u>73,535,274</u>
Total Operating Cash and Investments on March 31, 2023	<u>76,720,650</u>
Total Operating Cash and Investments on March 31, 2022	<u>63,583,011</u>
% of Operating Budget	72.60%
Change in Operating Cash and Investments since February 28, 2023	3,185,376

**Illinois School District Liquid Asset Fund*

Month End Balance

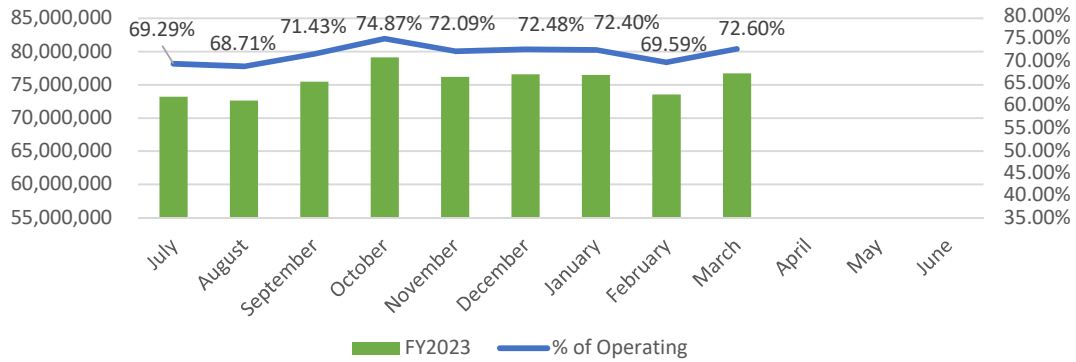
Capital Funds

Debt Service	442,183
Life Safety	1,862,553
CDB Escrow	4,195,881
Building Funds	4,069,580
ATC Capital	755,716

Total Capital Funds: 11,325,913

Total Capital Funds on February 28, 2023	<u>11,467,053</u>
Total Capital Funds on March 31, 2023	<u>11,325,913</u>
Change in Capital Funds since February 28, 2023	(141,140)

Operating Cash Balance and % Coverage of FY'23 Operating Budget



Month / Year	Cash & Investments	Capital	Total
March 2023	76,720,650	11,325,913	88,046,563
March 2022	63,583,011	13,360,996	76,944,007
February 2023	73,535,274	11,506,241	85,041,515
February 2022	67,637,051	13,516,541	81,153,592
January 2023	76,505,959	11,467,053	87,973,012
January 2022	68,827,552	13,507,358	82,334,910
December 2022	76,593,409	17,140,956	93,734,364
December 2021	69,848,911	13,496,844	83,345,754
November 2022	76,181,482	18,315,921	94,497,403
November 2021	71,696,104	23,491,608	95,187,713
October 2022	79,115,154	18,105,076	97,220,230
October 2021	70,928,131	23,288,062	94,216,193
September 2022	75,483,681	19,659,183	95,142,864
September 2021	66,373,319	26,989,336	93,362,655
August 2022	72,609,823	20,355,497	92,965,321
August 2021	67,229,922	24,163,878	91,393,799
July 2022	73,227,608	19,835,297	93,062,906
July 2021	64,988,026	22,955,921	87,943,946
June 2022	72,894,073	20,046,781	92,940,853
June 2021	65,999,909	22,845,925	88,845,834
May 2022	67,022,029	14,717,680	81,739,710
May 2021	58,904,746	17,697,700	76,602,446
April 2022	64,250,129	13,129,795	77,379,925
April 2021	57,702,722	16,321,268	74,023,990
March 2022	63,583,011	13,360,996	76,944,007
March 2021	57,889,015	16,320,911	74,209,926

DATE: April 11, 2023

TO: Board of Trustees
Rock Valley College

FROM: Ellen Olson, Vice President Finance / Chief Financial Officer

RE: **FY 2024 Preliminary Tentative Budget**

Update on the FY 2024 Budget and Next Steps:

Operating Funds (Fund 01 & Fund 02)

- Revenue Assumptions
 - 6.0% increase 2022 EAV Estimates, 2.0% increase for 2023 EAV Estimates
 - Flat State funding for ICCB Operating and Equalization Grant
 - Enrollment projection 110,000 credit hours
 - Tuition increase \$5.00 per credit hour
 - Projecting investment revenue based on current interest rates

- Expenditure Assumptions
 - Contractual salary increases –
 - Fraternal Order Police, Faculty and Support Staff Association
 - Other salary increases
 - Administrator, Professional Staff Association, and Educational Support Personnel
 - Healthcare transitioned to calendar year, experienced a 19.1% rate increase, anticipating 8% increase in 2024
 - Contractual services increased based on contractual increases
 - General Materials & Supplies increases are projected due to inflationary pressures and supply issues
 - Travel & conference/meeting expense anticipated to increase due to more post-COVID travel and providing additional training opportunities to staff
 - Fixed charges expected to increase due to inflation
 - Utilities increase due to increase in utility rates
 - Capital outlay is the replacement of smaller dollar instructional equipment

- Audit (Fund 11) – Expenses for College audit, revenue from property tax
- Tort (Fund 12) – Expense for College insurance, FICA, Tort and Athletic Insurance
- Health Benefit (Fund 18) – College medical, dental, life and other employee benefits, including the wellness center

Next Steps

- Tentative Budget for all Funds to be distributed at the May Committee of the Whole Meeting
- Approve tentative FY2024 budget at the May BOT meeting
- Tentative FY 2024 budget will be available for public inspection on May 23, 2023 for 30 days at the Financial Services office
- Public Hearing to be held during the June BOT meeting
- Adoption of the Final FY 2024 budget at the June BOT meeting

Operating Funds
Fund (00) Operating Funds- Detail
Including Forecast

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2023	FY 2024
	Actuals	Actual	Budget	Actuals as of	Forecast	Budget
				March		
Revenue						
Local Government	18,893,404	22,006,223	20,353,447	12,354,240	23,000,640	21,468,342
State Government	8,957,834	9,441,821	8,800,592	7,931,222	10,096,311	10,446,311
Federal Government	0	0	0	0	0	0
Student Tuition & Fees	17,624,553	17,163,810	17,216,149	17,843,184	17,800,000	18,321,814
Sales & Service Fees	128,325	121,737	91,000	83,857	91,000	101,000
Facilities Revenue	882,193	811,213	968,000	753,771	900,000	968,000
Investment Revenue	95,180	114,105	33,000	1,229,026	1,229,026	1,207,000
Gifts, Grants & Bequests	237,359	228,504	308,257	212,424	308,257	346,555
Other Revenue	3,099,682	586,840	803,900	332,913	375,000	383,000
SURS on-behalf revenue	18,575,209	13,105,734	18,575,209	0	18,575,209	17,594,028
Total Revenue	68,493,737	63,579,986	67,149,554	40,740,637	72,375,443	70,836,049
Expenses						
Salaries	24,039,711	24,664,652	29,636,682	19,790,251	28,815,809	30,361,067
Employee Benefits	4,527,238	4,279,627	5,197,982	3,495,584	4,980,000	6,058,729
Contractual Services	3,232,367	3,749,846	5,075,881	3,522,550	5,075,800	5,554,903
General Materials & Supplies	1,821,707	2,039,880	3,009,746	1,612,654	3,009,000	3,373,926
Travel & Conference Meeting Exp	133,196	231,887	461,815	188,672	461,000	556,381
Fixed Charges	511,244	564,014	691,809	469,704	691,800	786,780
Utilities	1,764,356	2,114,963	2,108,412	1,173,517	2,108,412	2,527,220
Capital Outlay	16,297	34,474	55,000	44,985	55,000	71,539
Other Expenditures	143,649	558,747	830,831	245,893	829,800	885,135
SURS On-Behalf Allocation	18,575,209	13,105,734	18,575,209	0	18,575,209	17,594,028
Total Expenses	54,764,974	51,343,824	65,643,367	30,543,810	64,601,830	67,769,708
Contingency	0	0	1,506,187	0	0	3,066,342
Net Income (Loss)	13,728,763	12,236,161	0	10,196,827	7,773,613	(0)
Net Transfers		(13,371,085)	0	(12,240,000)	(12,240,000)	0
Beginning Fund Balance	23,216,731	36,945,494	35,810,570	35,810,570	35,810,570	33,767,397
Change in Fund Balance	13,728,763	(1,134,924)	0	(2,043,173)	(4,466,387)	(0)
Fund Balance	<u>36,945,494</u>	<u>35,810,570</u>	<u>35,810,570</u>	<u>33,767,397</u>	<u>31,344,183</u>	<u>33,767,397</u>
Fund % Operating Exp	67.46%	69.75%	54.55%		48.52%	49.83%
Total Revenues less SURS	49,918,528	50,474,252	48,574,345	40,740,637	53,800,234	53,242,022
Total Expenses less SURS	36,189,765	38,238,090	48,574,345	30,543,810	46,026,621	53,242,022

Operating Funds
Fund (00) Operating Funds- Detail

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024
	Actuals	Actual	Budget	Actuals as of	Budget
				March	
<u>Revenue</u>					
Local Government	18,893,404	22,006,223	20,353,447	12,354,240	21,468,342
State Government	8,957,834	9,441,821	8,800,592	7,931,222	10,446,311
Federal Government	0	0	0	0	0
Student Tuition & Fees	17,624,553	17,163,810	17,216,149	17,843,184	18,321,814
Sales & Service Fees	128,325	121,737	91,000	83,857	101,000
Facilities Revenue	882,193	811,213	968,000	753,771	968,000
Investment Revenue	95,180	114,105	33,000	1,229,026	1,207,000
Gifts, Grants & Bequests	237,359	228,504	308,257	212,424	346,555
Other Revenue	3,099,682	586,840	803,900	332,913	383,000
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Total Revenue	68,493,737	63,579,986	67,149,554	40,740,637	70,836,049
<u>Expenses</u>					
Salaries	24,039,711	24,664,652	29,636,682	19,790,251	30,361,067
Employee Benefits	4,527,238	4,279,627	5,197,982	3,495,584	6,058,729
Contractual Services	3,232,367	3,749,846	5,075,881	3,522,550	5,554,903
General Materials & Supplies	1,821,707	2,039,880	3,009,746	1,612,654	3,373,926
Travel & Conference Meeting Exp	133,196	231,887	461,815	188,672	556,381
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Utilities	1,764,356	2,114,963	2,108,412	1,173,517	2,527,220
Capital Outlay	16,297	34,474	55,000	44,985	71,539
Other Expenditures	143,649	558,747	830,831	245,893	885,135
SURS On-Behalf Allocation	18,575,209	13,105,734	18,575,209	0	17,594,028
Total Expenses	54,764,974	51,343,824	65,643,367	30,543,810	67,769,708
Contingency	0	0	1,506,187	0	3,066,342
Net Income (Loss)	13,728,763	12,236,161	0	10,196,827	(0)
Net Transfers		(13,371,085)	0	(12,240,000)	0
Beginning Fund Balance	23,216,731	36,945,494	35,810,570	35,810,570	33,767,397
Change in Fund Balance	13,728,763	(1,134,924)	0	(2,043,173)	(0)
Fund Balance	36,945,494	35,810,570	35,810,570	33,767,397	33,767,397
Fund % Operating Exp	67.46%	69.75%	54.55%		49.83%

Education Fund
Fund (01) Education Fund- Detail

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024
	Actuals	Actual	Budget	Actuals as of	Budget
				March	
Revenue					
Local Government	16,093,106	18,136,578	16,456,640	10,165,437	18,038,403
State Government	8,303,462	8,759,445	8,117,810	7,348,878	9,669,852
Federal Government	0	0	0	0	0
Student Tuition & Fees	16,135,139	16,002,715	15,236,149	16,513,936	18,321,814
Sales & Service Fees	128,325	121,737	91,000	83,857	101,000
Facilities Revenue	0	0	0	0	0
Investment Revenue	95,063	(20,405)	33,000	1,227,975	1,207,000
Gifts, Grants & Bequests	237,359	228,504	308,257	212,424	346,555
Other Revenue	2,846,338	369,383	584,000	158,244	136,500
SURS on-behalf revenue	17,045,429	11,885,594	17,045,429	0	16,174,812
Total Revenue	60,884,221	55,483,550	57,872,285	35,710,751	63,995,936
Expenses					
Salaries	22,063,594	22,476,246	27,201,796	18,127,507	27,932,170
Employee Benefits	4,118,476	3,899,236	4,679,805	3,222,319	5,580,523
Contractual Services	1,874,496	2,209,868	2,973,246	2,174,500	3,238,573
General Materials & Supplies	1,427,947	1,583,239	2,449,046	1,264,005	2,611,661
Travel & Conference Meeting Exp	129,560	227,071	472,140	187,735	546,308
Fixed Charges	347,293	370,456	463,809	285,496	474,780
Utilities	3,351	6,471	5,345	6,465	6,265
Capital Outlay	16,297	34,474	10,000	0	15,000
Other Expenditures	129,014	554,735	830,831	245,893	885,135
SURS On-Behalf Allocation	17,045,429	11,885,594	17,045,429	0	16,174,812
Total Expenses	47,155,458	43,247,389	56,131,447	25,513,920	57,465,227
Contingency			1,506,187		3,126,342
Net Income (Loss)	13,728,763	12,236,161	234,651	10,196,831	3,404,367
Net Transfers	0	(13,371,085)	(234,651)	(12,240,000)	(3,404,367)
Beginning Fund Balance	23,216,731	36,945,494	35,810,570	35,810,570	33,767,401
Change in Fund Balance	13,728,763	(1,134,924)	(0)	(2,043,169)	(0)
Fund Balance	36,945,494	35,810,570	35,810,570	33,767,401	33,767,401

Operations & Maintenance Fund
Fund (02) Operations & Maintenance Fund- Detail

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2024
	Actuals	Actual	Budget	Actuals as of	Budget
				March	
Revenue					
Local Government	2,800,298	3,869,644	3,896,807	2,188,803	3,429,939
State Government	654,371	682,376	682,782	582,344	776,459
Federal Government	0	0	0	0	0
Student Tuition & Fees	1,489,414	1,161,095	1,980,000	1,329,249	0
Sales & Service Fees	0	0	0	0	0
Facilities Revenue	882,193	811,213	968,000	753,771	968,000
Investment Revenue	117	134,510	0	1,051	0
Gifts, Grants & Bequests	0	0	0	0	0
Other Revenue	253,343	217,456	219,900	174,668	246,500
SURS on-behalf revenue	1,529,780	1,220,140	1,529,780	0	1,419,215
Total Revenue	7,609,516	8,096,435	9,277,269	5,029,886	6,840,113
Expenses					
Salaries	1,976,117	2,188,406	2,434,886	1,662,744	2,428,897
Employee Benefits	408,762	380,390	518,177	273,264	478,206
Contractual Services	1,357,871	1,539,978	2,102,635	1,348,050	2,316,330
General Materials & Supplies	393,760	456,641	560,700	348,649	762,265
Travel & Conference Meeting Exp	3,636	4,816	(10,325)	937	10,073
Fixed Charges	163,951	193,558	228,000	184,208	252,000
Utilities	1,761,006	2,108,493	2,103,067	1,167,049	2,520,955
Capital Outlay	0	0	45,000	44,985	56,539
Other Expenditures	14,635	4,013	0	0	0
SURS On-Behalf Allocation	1,529,780	1,220,140	1,529,780	0	1,419,215
Total Expenses	7,609,516	8,096,435	9,511,920	5,029,886	10,244,480
Contingency	0	0	0	0	0
Net Income (Loss)	(0)	0	(234,651)	0	(3,404,367)
Net Transfers	0	0	234,651	0	3,404,367
Beginning Fund Balance	(0)	(0)	(0)	(0)	(0)
Change in Fund Balance	(0)	0	0	0	(0)
Fund Balance	(0)	(0)	(0)	(0)	(0)

Personnel Report

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

A. APPOINTMENTS

_____, Director of Community Education, Full-Time, ADM, Grade D, \$_____,
prorated for the balance of the fiscal year, effective _____, 2023.

B. DEPARTURES

Jesse Wiles, Project Manager, is resigning effective May 23, 2023.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**Board Policy 3:10.030 Access to Personnel Files
Second Reading**

BACKGROUND:

The Illinois Personnel Record Review Act states that an employer shall provide an employee with an inspection opportunity within seven working days after the employee makes the request, or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional seven days to comply. 820 ILCS 40/2

Board Policy 3:10.030 currently states that an employee may examine items in his or her personnel file with a 24-hour written notice to the Vice President of Human Resources or designee.

The revised Board Policy updates the timeframe for an employee to meet with Human Resources and examine items in his or her personnel file to occur within three (3) working days of an employee's written request to the Vice President of Human Resources or designee. This will allow the Human Resources team time to inspect and ensure that all printed and digital documents are available for review by an employee and to be in compliance with the requirements of the Illinois Personnel Record Review Act.

RECOMMENDATION:

In accordance with Board Policy 1:10.080 (Amendments and Adoption of Board Policies), it is recommended that the Board of Trustees approves the amendment to Board Policy 3:10.030 to comply with the Illinois Personnel Record Review Act. **Attorney Reviewed**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Board Policy 3:10.030

ACCESS TO PERSONNEL FILES

Second Reading

Rock Valley College maintains a personnel file on each employee. All personnel files are maintained, disseminated, and inspected consistent with the *Illinois Personnel Record Review Act*, 820 ILCS 40 *et seq.*, the *Illinois Record Act*, 5 ILCS 203 *et seq.*, and other applicable state and federal laws.

The Human Resources department will coordinate a time for employees to examine items in their own personnel file within three (3) working days of receipt of the employee's written request to the Vice President of Human Resources or designee.

The College's administration shall develop administrative procedures to ensure compliance with state and federal law.

This Policy will be administered consistent with the College's collective bargaining agreement obligations where applicable.

[Link to Administrative Procedures](#)

Reference: Board Report 6478
Implemented: November 27, 2007
Revised: April 8, 2014

ACCESS TO PERSONNEL FILES

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This Policy will be administered consistent with the College's collective bargaining agreement obligations where applicable.

[Link to Administrative Procedures](#)

Reference: Board Report 6478
Implemented: November 27, 2007
Revised: April 8, 2014

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Deleted: The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, disciplinary actions, and other employment records.

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Deleted: An employee may examine items in his or her own personnel file with a 24 hour written notice to the Vice President of Human Resources or designee. Records from other colleges and university credits made available to RVC will remain confidential and property of the College. All materials added to his or her file by RVC personnel shall be available for perusal. He or she may wish to write a statement of explanation in answer to negative materials in his or her file.¶

¶ Each individual's complete personnel file is accessible on a need to know basis through the Office of Human Resources.¶

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**RESOLUTION TO PURCHASE REAL PROPERTY
AT 311 S. WINNEBAGO ST., ROCKFORD, IL**

WHEREAS, the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois (the “Board”), desires to purchase real property at 311 S. Winnebago St., Rockford, Illinois (the “Property”), currently owned by Joe Galindo and Patricia G. Galindo (the “Sellers”) as described in the Contract for Purchase and Sale, attached hereto as Exhibit A; and

WHEREAS, the Board is authorized, pursuant to Section 3-36 of the Public Community College Act, 110 ILCS 805/3-36, to buy a site for college purposes; and

WHEREAS, the Board has determined that it is in the best interest of Rock Valley College to acquire the above-referenced Property;

WHEREAS, the Sellers seeks to continue to use the Property for one (1) year following closing, contingent upon paying all utilities, taxes, and insurance on the Property, subject to the Occupancy Rider, attached hereto as Exhibit B.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson, and Ogle, State of Illinois, as follows:

SECTION 1. The preamble recitals of this Resolution are hereby adopted as if fully set forth herein.

SECTION 2. The Board hereby approves the purchase of the Property described in the Contract for Purchase and Sale attached hereto as Exhibit A and as further described as:

311 S. Winnebago St., Rockford, Illinois 61102, P.I.N.# 11-22-476-012 (WEST
ROCKFORD N 16 FT LOT 7 + ALL LOTS 8 + 009 BLOCK 039)

The purchase shall be for \$330,000 plus closing costs and other costs as described in the Contract for Purchase and Sale.

SECTION 3. The Board hereby approves the Contract for Purchase and Sale, and its attached Addendum, in substantially the same form as attached hereto as Exhibit A, and made a part hereof.

SECTION 4. The Board hereby approves the Occupancy Rider in substantially the same form as attached hereto as Exhibit B, and made a part hereof.

SECTION 5. The Board hereby authorizes and directs its President and President’s designee to execute the Contract for Purchase and Sale, its attached Addendum, and any and all

other required documents and instruments, and take any and all other required actions, to complete this transaction.

SECTION 6. This Resolution shall be in full force and effect immediately upon its passage.

Adopted this 25th day of April 2023, by the following vote.

AYES:

NAYS:

ABSENT:

ATTEST:

Chairperson, Board of Trustees

Secretary, Board of Trustees

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EXHIBIT A

[Insert Contract for Purchase and Sale and Addendum]

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EXHIBIT B

[Insert Occupancy Rider]

DRAFT

1 JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
2 AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"
3 CONTRACT FOR PURCHASE AND SALE

4 For Use with Existing Commercial and Industrial Buildings
5 (Not to Include the Sale of a Business)

6 (Complete All Blanks and Delete Inapplicable Language)

7 LISTING OFFICE: _____ Phone: _____

8 Listing Broker: _____ Broker Number: _____

9 Email: _____ Phone: _____ Fax: _____

10 Seller's Attorney: _____ Phone: _____

11 Email: _____ Fax: _____

12 SELLING OFFICE: GAMBINO REALTORS Phone: 815-282-2222

13 Selling Broker: BRAD BENEDICT Broker Number: 9342

14 Email: BRAD@BRADBENEDICT.COM Phone: 815-988-4286 Fax: _____

15 Buyer's Attorney: MATTHEW GARDNER Phone: 312-332-7760

16 Email: MGARDNER@ROBBINS-SCHWARTZ.COM Fax: _____

17 Designated agents of the Listing Broker are agents of the Seller. Designated agents of the
18 Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

19 CONFIRMATION OF CONSENT TO DUAL AGENCY

20 The undersigned confirm that they have previously consented to _____,
21 Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically
22 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this
23 document. Seller's Initials: _____ / _____ Buyer's Initials: _____ / _____

24 1. Seller. To: (SELLER) JOE GALINDO and Patricia G. Galindo
25 Email: _____ Phone: 815-262-4428
26 of 311 S. WINNEBAGO ST., ROCKFORD, IL 61102 (Address & Zip Code)

27 2. Buyer. The Undersigned (BUYER) ROCK VALLEY COLLEGE
28 Email: R.JENKS@ROCKVALLEYCOLLEGE.EDU Phone: 815-921-4428
29 of _____ (Address & Zip Code)

30 3. Premises. Offers to purchase the following described real estate situated in (Winnebago)
31 (_____) County, Illinois, commonly known as: 311 S. WINNEBAGO ST.
32 ROCKFORD, IL 61102 Property I.D.#: 11-22-476-012
33 and legally described as: WEST ROCKFORD N 16 FT LOT 7 + ALL LOTS 8 + 009 BLOCK 039
34 being a commercial/industrial premises.

35 4. Purchase Price. And to pay you ~~\$249,000.00~~ ~~\$210,000~~ **\$330,000.00**
36 with \$5,000.00 as earnest money (a minimum of 5% of the purchase
37 price is recommended) to be tendered by Buyer no later than one business day following the
38 date of the accepted Contract (which earnest money shall be increased to a total of
39 \$_____ within one business day following the expiration of the Attorney
40 Approval period as set forth in Paragraph 6 herein) to be applied to the purchase price; (if
41 Contract is not subject to 5B financing contingency, Buyer will furnish written verification of
42 funds to close from a financial institution within FIVE business days of acceptance of this
43 Contract).

44 5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the
45 following: *See also Addendum to Contract incorporated and made a part of the Contract.

46 A. Inspection. Buyer's inspection, which may include, but shall not be limited to, radon,
47 mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for
48 all utilities to be on at the time of inspection. The inspection shall cover only major

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49 components of the real estate, including but not limited to, heating and cooling systems,
50 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors,
51 appliances and foundation. If Buyer notifies Seller on or before APRIL 3, 2023 that the
52 results of the inspection are unacceptable to Buyer, this Contract shall be void. If Buyer does
53 not notify Seller by said date that the results of the inspection are unacceptable to Buyer, this
54 provision shall be deemed waived and this Contract shall remain in effect.

55 **B. Financing.** Obtain by _____, a written mortgage loan commitment
56 containing the following terms: loan amount not less than _____ % of the purchase price due in
57 not less than _____ years amortized over _____ years with (Fixed) (Adjustable) interest at not
58 more than _____ % per year and lender required flood insurance premiums not to exceed
59 \$_____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to
60 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
61 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
62 containing the above-specified terms or Buyer's written acceptance of a commitment
63 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
64 costs not exceeding \$_____ (to include all costs paid to third parties in connection with
65 the closing, prepaid mortgage interest, insurance and tax reserve deposits).

66 **C. Appraisal.** Obtain by _____, an appraisal prepared by an Illinois
67 licensed appraiser indicating the value of the premises to be equal to or greater than the
68 purchase price.

69 **D. Sale of Property.** (Enter into a contract for the sale of property for not less than
70 \$_____ or a lesser amount as is accepted by _____ and) complete the sale of
71 property in which Buyer now has an interest located at _____
72 _____ on or before _____. Seller reserves the right to
73 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
74 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency
75 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
76 Seller of removal of this contingency and all other Buyer contingencies AND (a) provide a
77 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
78 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

79 **E. Document Review.** Review the following documents to be delivered by Seller by the
80 date below (insert date if applicable):

81 _____ Copy of written leases/rental agreements, terms of any oral leases, or options to
82 renew/options to purchase;

83 _____ List of tenants, monthly rental and security deposits;

84 _____ Estoppel certificates from lessee(s) of the premises confirming the terms of the
85 lease(s) and the status thereof;

86 _____ Written confirmation from zoning authority that the premises are presently
87 zoned _____ and present use is (conforming) (legally non-conforming);

88 Unless Buyer gives written notice within five business days of the date listed above that the
89 information furnished is not acceptable to Buyer, this Contract shall remain in effect.

90 **F. Environmental Assessment.** Obtain by APRIL 24, 2023 a written Phase I
91 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
92 and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is
93 disapproved by Buyer in writing by MAY 1, 2023, this Contract shall remain in effect.
94 See Notice Regarding Environmental Liability Immediately Above Signature Lines.

95 **6. Attorney's Approval.** This Contract is subject to Buyer's and Seller's attorney's written
96 disapproval of this Contract on or before the inspection period listed in Paragraph 5A, or

97 within seven (7) business days of the final acceptance of this Contract, whichever is later. In
 98 the absence of notice within the time specified, this provision shall be deemed waived and
 99 this Contract shall remain in effect.

100 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
 101 faith be carried out, this Contract shall become void and the earnest money shall be returned
 102 to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.

103 8. Closing. This transaction shall be closed on MAY 5, 2023 or on such date as mutually
 104 agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-
 105 clean condition and free of debris, both interior and exterior, at **time of closing**. The
 106 premises shall be vacant at closing, unless it is (check if applicable):
 107 Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or
 108 Subject to Occupancy Rider.

109 A final inspection of the real estate, fixtures, and personal property may be made by Buyer
 110 within 48 hours prior to closing to determine whether the premises is in the same condition as
 111 of the time Buyer entered into the Contract.

112 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
 113 dues, and other similar items shall be prorated and credited along with security deposits and
 114 prepaid items through date of closing. Tax prorations shall be based upon the actual tax bill if
 115 known for a specific tax year; otherwise shall use the most recent assessment and exemption
 116 information available and 105% of the most recent tax rate and shall be final as of closing.
 117 Seller shall pay at closing all special assessments, special service area taxes, or fees or other
 118 similar items charged against the premises approved, enacted or confirmed prior to date of
 119 final acceptance of contract by a public body, private association or a Court.

120 10. Earnest Money. The earnest money shall be held by UNITED TITLE CO., referred to
 121 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
 122 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
 123 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
 124 **in the event the premises is being sold through a RAAR listing and a dispute solely**
 125 **involving earnest money arises, the parties agree to submit the dispute to binding**
 126 **arbitration if available through RAAR under arbitration rules and procedures**
 127 **approved by RAAR and WCBA.**

128 11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the
 129 following: all heating, plumbing, electrical systems and fixtures; water heater; existing
 130 storms and screens; attached and built-in cabinets and shelves; attached carpet; attached
 131 mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)
 132 (furnaces), (air conditioners) (security system) (water heaters)
 133 (water softeners) (water filtration systems)
 134 Other items included: NONE
 135 _____
 136 Other items excluded: NONE
 137 _____
 138 Seller warrants there are no rented fixtures or equipment except: NONE
 139 _____

140 12. ~~Seller Warranty~~. Seller agrees to deliver possession of the premises and personal property in
 141 the same condition as it is at the date of this Contract, ordinary wear and tear excepted.
 142 Buyer acknowledges that Buyer has inspected the premises and personal property and is
 143 acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer
 144 executed this Contract, except Seller warrants the heating (and air conditioning) equipment

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145 and systems, water heater, (water softener), plumbing and electrical equipment and systems,
146 kitchen appliances, and where applicable (septic system), (well), and (sprinkling system), to
147 be in normal operating condition as of possession transfer. A system shall be deemed to be
148 in normal operating condition if it performs the function for which it is intended regardless of
149 age and does not constitute a threat to health or safety. Unless written notice of breach of
150 warranty is delivered by Buyer to Seller prior to possession transfer, this warranty will be
151 conclusively deemed to have been satisfied; provided, however, that Buyer shall have six (6)
152 months after possession transfer to provide written notice to Seller of any defect existing as
153 of possession transfer in the heating (and air conditioning) equipment and systems, (septic
154 system) or (sprinkling system) if said equipment could not be tested by Buyer at the time of
155 any inspection conducted in conjunction with this Contract.

156 If deleted pursuant to Paragraph 23B As Is: Seller's Initials JIG Buyer's Initials PGG ←

157 13. Water System Evaluations. Seller shall provide to Buyer by MAY 1, 2023 at Seller's expense:

158 A. An evaluation of the well and septic systems, where applicable, dated within 90 days of
159 closing including sampling of the well verifying that the water is bacteriologically safe, that
160 the nitrate level is within requirements approved by the State of Illinois, that the well and
161 septic systems meet with all applicable health department requirements and are in normal
162 operating condition without observable defects. The well and septic evaluations shall be
163 conducted by the local county health department or an Illinois licensed environmental health
164 practitioner in accordance with local health department requirements. If Seller does not
165 provide Buyer with satisfactory well and septic evaluations by the above date, then this
166 Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

167 B. A sanitary sewer connection Certificate of Compliance where required by local
168 ordinance. If Seller does not provide the Certificate of Compliance by the above date, then
169 this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

170 C. Where applicable, a Cross Connection Certificate of Compliance relating to lawn and
171 building sprinkling systems dated within one year of the date of closing. If Seller does not
172 provide the Certificate of Compliance by the above date, then this Contract shall be voidable
173 at the option of Buyer as Buyer's exclusive remedy.

174 14. Hazardous Substances. Seller warrants that (1) Seller has not conducted, authorized or
175 permitted the generation, transportation, storage, treatment or disposal at or from the
176 premises of any hazardous substance as defined by the Federal Emergency Planning
177 and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not
178 caused or allowed the release of any petroleum products on or from the premises prior
179 to closing. This warranty is specifically intended to survive the closing of this
180 transaction.

181 15. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the
182 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
183 a title company with a closing office located in the county where the premises is located,
184 showing merchantable title subject only to the following permitted exceptions: a) all accrued
185 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
186 occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d)
187 easements for the use of public utilities; e) roads and highways; f) existing leases and
188 tenancies approved by Buyer under Paragraph 5E, if any. None of these exceptions shall be
189 considered permitted exceptions if they are violated by the existing improvements or present
190 use of the premises or if they materially restrict the reasonable use of the premises. If Seller
191 cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions,
192 this Contract shall be voidable at Buyer's option and the earnest money shall be returned to

- 193 Buyer.
- 194 16. Destruction of the Premises. If prior to delivery of deed or agreement for deed the
- 195 improvements on the premises shall be destroyed or materially damaged by fire or other
- 196 casualty, Buyer shall have the option of declaring this Contract void and receiving a refund
- 197 of earnest money paid, or of accepting the premises as damaged or destroyed, together with
- 198 the proceeds of any insurance payable as a result of the destruction or damage, which
- 199 proceeds Seller agrees to assign to Buyer.
- 200 17. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
- 201 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
- 202 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
- 203 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
- 204 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
- 205 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
- 206 REASONABLE ATTORNEYS FEES AND COSTS.
- 207 18. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
- 208 19. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
- 209 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
- 210 stamped recordable warranty deed or such other appropriate deed or agreement for deed as
- 211 required. At closing Seller shall convey merchantable title to the personal property to Buyer
- 212 or whomever Buyer may direct by Bill of Sale. The title company closing fee shall be paid
- 213 by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no
- 214 mortgage. The remainder of the purchase price or any further part of it then due shall be paid
- 215 and all documents required by the transaction shall be signed and delivered.
- 216 20. Governmental Compliance. The parties agree to comply with the following federal or state
- 217 acts when applicable:
- 218 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- 219 B. Federal Real Estate Settlement Procedures Act (RESPA); and
- 220 C. Illinois Good Funds Act.
- 221 21. Notices. All required notices shall be in writing and shall be served directly upon any one of
- 222 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
- 223 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
- 224 address has been furnished by the recipient or is shown on this Contract. Notices shall be
- 225 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
- 226 transmission regardless of the time of actual receipt by the other party, or their attorney, or
- 227 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
- 228 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
- 229 For purposes of execution of this Contract and providing subsequent notices, including
- 230 contingency removals, any electronically signed document or document transmitted by FAX
- 231 or e-mail shall be treated as an original document. Business days are defined as Monday
- 232 through Friday excluding federal holidays.
- 233 22. Entire Agreement. Following execution by the last party, this Contract shall be deemed
- 234 effective only upon delivery to the other party, as provided for notices in the preceding
- 235 paragraph. This document represents the entire agreement and shall be binding upon the
- 236 parties, their heirs, successors, and assigns.

237 **23. Optional Standard Clauses.** The following Optional Standard Clauses shall apply only if
 238 Seller's Buyer's initialed by all parties: (Identify applicable clauses and initial,
 239 Initials Initials complete, and make applicable deletions)
 240 / / A. Cancellation of Prior Contract. This Contract is subject to the cancellation
 241 of Seller's prior contract by _____.
 → 242 J.G. / P.G.G. B. As Is. Buyer accepts the premises in all respects (except well and septic
 243 systems) in "AS IS" condition as of date of Contract and waives the
 244 provisions of Paragraph 12 hereof. (Delete Paragraph 12 and initial
 245 deletion - does not affect Paragraph 13.)
 246 / / C. Repair Rider is incorporated by reference.
 247 / / D. Flood Certification. (For use with cash or Seller financed transactions
 248 only.) This Contract is subject to Buyer obtaining within seven (7)
 249 business days of the acceptance of this Contract, a determination that the
 250 premises are not located in a FEMA designated special flood hazard ("A
 251 Zone") area or this Contract shall be void.
 → 252 J.G. / P.G.G. E. Survey Rider is incorporated by reference.
 > 253 / / F. Occupancy Rider is incorporated by reference - Also see Paragraph 8.
 254 / / G. Condo Rider is incorporated by reference.
 255 / / H. Short Sale Rider is incorporated by reference.
 256 / / I. Agreement for Deed Rider is incorporated by reference.
 257 / / J. Tax-Deferred Exchange. The parties agree to cooperate in the completion
 258 of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue
 259 Code; provided, however, that no party shall be required to accept conveyance of and re-convey
 260 other premises unless specifically agreed to in writing by them. A party's rights under this
 261 Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker"
 262 exchange.

263 **NOTICE TO PARTIES**

264 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL**
 265 **AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN**
 266 **THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION**
 267 **OF THE SELLER, BUYER, OR REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE**
 268 **THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL**
 269 **PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

270 *****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

271 **BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF**
 272 **REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE**
 273 **SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLERS AND**
 274 **BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING**
 275 **A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND**
 276 **REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF**
 277 **ENVIRONMENTAL LIABILITY RISKS.**

→ 278 Dated: 3/29/2023 and to be accepted by: _____
 → 279 BUYER: Richard Jenkins BY: _____
 280 Presented to Seller _____ (date) Seller's Initials: /
 281 Countered: _____ with counteroffer to be accepted by: _____
 282 SELLER: Joe Del. do Patricia G.G. BY: _____
 283 Date of Final Acceptance & Delivery: 3-30-23 (Insert after all terms and conditions
 284 have been agreed upon)
 285 Escrowee acknowledges receipt of the earnest money (Cash/Check/Note):
 286 ESCROWEE: _____

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF PROPERTY:
311 S. WINNEBAGO ST., ROCKFORD, IL 61102

This Addendum to Contract for Purchase and Sale for Property commonly known as: 311 S. Winnebago St., Rockford, IL 61102 ("the Property"), (the "Addendum") is made and entered into as of this day of March __, 2023, by and between Joe Galindo and Patricia G. Galindo ("Seller") and the proposed buyer, Rock Valley College ("Buyer" and referred to collectively with Seller as the "Parties").

WHEREAS, in conjunction with executing this Addendum, the Parties shall enter into a standard Contract for Purchase and Sale of the Property ("Contract"); and

WHEREAS, the Parties seek to incorporate and modify the Survey Rider relating to a survey for the Property; and

WHEREAS, Parties seek to incorporate the following amendments as set forth in this Addendum to the Contract:

NOW, THEREFORE, the Seller and Buyer do hereby amend the Contract as follows:

1. **Paragraph 23 (G) Survey Rider.** The Survey Rider to the contract shall be amended as follows:
 - a. The Buyer shall, at its own expense obtain a survey of the Property;
 - b. Buyer shall be responsible for providing and paying for the survey;
 - c. Buyer shall have until April 30, 2023, to complete the survey and shall thereafter have fourteen (14) days after receipt of the survey to examine and review the survey and to notify the Seller of any objections to the survey.
 - d. Buyer shall have the right to object to any matters shown on the survey which would prohibit construction of a reasonable commercial use building on the Property, including but not limited to any easements for public utilities. If the Seller is not able to cure or insure over any of the Buyer's objections, the Buyer shall have the right to terminate the Contract at which time all earnest money shall be returned to Buyer.

2. **Paragraph 23 (G) Occupancy Rider:**

The Parties agree that Seller shall have one (1) year from final Board approval, to vacate the Property. The timeframe may be extended by mutual written agreement of the Parties. Parties agree to execute an Occupancy Rider, which shall be incorporated and made a part of the Contract.

3. **Seller Representations and Warranties.** Seller hereby represents and warrants that the following are true and correct in all material respects:
 - a. Seller has full right to enter into this Agreement and to perform Seller's obligations contemplated herein. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding obligation, enforceable against Seller in accordance with its terms.
 - b. To Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received notice of any eminent domain or private purchase in lieu of such proceeding that would materially adversely affect the Property, and which has not been completed.
 - c. To Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received notice of any action, suit or proceeding pending or expressly threatened in writing

against Seller or the Property that would materially adversely affect Seller's ability to perform its obligations under this Agreement.

- d. To Seller's knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.
- e. To Seller's actual knowledge, there are no leases or other agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof.
- f. To Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received any notice advising or alleging that the Property and the use and operation thereof are not in compliance with any applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits. To Seller's knowledge, the Property and the use and operation thereof are in compliance with all applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits.
- g. To Seller's knowledge, the Property is not listed on the National Priority List produced by the U.S. Environmental Protection Agency. To Seller's knowledge, there has not been any release or disposal of Hazardous Materials in excess of lawful limits on or under the Property.
- h. As used herein, the term "Hazardous Material(s)" includes, without limitation, any hazardous or toxic materials, substances or wastes, including, but not limited to: (a) those materials identified in or regulated by the Illinois Environmental Protection Act, as amended, or replaced by any similar law from time to time, (b) those materials included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "extremely hazardous substances," "medical waste," "solid waste," or "hazardous waste," in CERCLA, RCRA, TSCA, EPCRA, or HMTA, all as may be amended or replaced by any similar law from time to time, and in the rules and regulations promulgated under or pursuant to all of the foregoing laws, as amended (c) those substances listed in the United States Department of Transportation table (49 C.F.R. 172.101 and amendments thereto) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. part 312 and amendments thereto), (d) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the state of Illinois or any agency of the United States government, (e) asbestos and asbestos-containing materials in any form, including but not limited to urea formaldehyde foam insulation, (f) petroleum, its derivatives, by-products, petroleum-based products and other hydrocarbons, (g) polychlorinated biphenyls (pcbs), (h) lead-containing materials in any form, (i) freon and other chlorofluorocarbons, (j) radon gas, and (k) all other substances, materials and wastes that are, or that become, prohibited, controlled or regulated under or that are classified as hazardous or toxic under any laws, or which pose or could pose a threat or nuisance to health, safety or the environment, or the presence of which requires reporting, investigation or remediation under any laws, or which cause or threaten to cause a nuisance on the property, or which pose or threaten to pose a hazard to the health or safety of persons, or which, if it emanated or migrated, could constitute a trespass.
- i. Seller is not an applicant for, nor does Seller have actual knowledge of, any pending proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have a material adverse impact on the value of the Property or the use thereof.

j. There presently are no pending, and the Seller has received written notice of any special assessments of any nature with respect to the Property.

4. **Board Approval.** Section 24 of the Contract shall be added as follows:

24. **Board Approval.** The Parties agree that this Contract and Addendum are subject to final approval by the Rock Valley College Board of Trustees. In the event that either board does not approve this Contract and Addendum, either Party may terminate this Contract and all earnest money shall be returned to Buyer.

IN WITNESS WHEREOF, the parties to this Addendum to Contract for Purchase and Sale have hereunto executed on the date last written below.:

Joe Galindo and Patricia G. Galindo
(Seller):

Rock Valley College (Buyer):

By: Joe Galindo Patricia G Galindo By: Richard Jones

Date: 3-28-2023

Date: 3/29/2023

OCCUPANCY RIDER

WHEREAS, This Occupancy Rider agreement ("Agreement") is made pursuant to a Contract for Purchase and Sale between the Joe Galindo and Patricia G. Galindo ("Seller") and Rock Valley College ("Buyer") dated March _____, 2023 ("Contract for Sale") for the property commonly known as 311 S. Winnebago Street, Rockford, Illinois 61102 (the "Property").

WHEREAS, circumstances have arisen wherein the Seller has requested and the Buyer has agreed to Seller's occupancy of the Property for a period of time subsequent to the date for closing.

NOW, THEREOFRE, the parties hereby agree as follows:

1. This Agreement shall only be in effect upon the closing ("Closing") of the transaction whereby Buyer purchases the Property from Seller pursuant to the Contract for Sale. In the event that the transaction does not close, this Agreement shall be null and void.
2. Buyer agrees to allow Seller following Closing to continue to occupy the above-described Property for one (1) year following the Closing where Buyer takes title to the Property, ("Occupancy Term") for no rent payable to Buyer.
3. Seller shall be responsible for the payment of all utilities for and during the Occupancy Term until the date of delivery of possession to Buyer, including but not limited to waste removal, electricity, gas, water and sanitary user's fees, with utilities to be prorated through the date possession is surrendered. Seller shall keep all utilities in Seller's name during the occupancy term and pay all utility bills when due.
4. Seller's use of the Property shall be limited to use as an Auto Repair Shop. Seller shall not do or permit anything to be done in or about the Property nor bring anything therein or thereon which is not within the permitted use of the Property or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents.
5. Seller will take possession of the Property post-Closing in "AS IS" condition and will assume all responsibilities and obligations for maintenance and repair of the Property during the Occupancy Term, including for heating and air conditioning, plumbing and electrical systems, and will surrender possession of the Property in the condition provided in the Contract and herein.
6. Seller shall maintain property and liability insurance with reasonably adequate limits and shall insure Seller's personal property during its occupancy of the Property. Buyer shall have no responsibility to insure the Property. Seller shall provide a certificate of Seller's liability insurance designating Buyer as an additional insured prior to the commencement of this Agreement.
7. Seller shall be responsible for payment of all real estate taxes on the Property for the period of time during which Seller shall occupy the Property after Closing. Because taxes will be assessed and issued after the Occupancy Term, at Closing the Seller shall pay Buyer a sum sufficient to serve as a deposit for the applicable real estate taxes based on the assumption that the taxes shall be 105% of the prior year's real estate taxes. The Parties shall work in good faith to identify the exact amount for this deposit.
8. In the event Seller materially breaches the terms of this Agreement, Buyer may terminate this Agreement with (7) days' notice to Seller.

9. Seller waives and releases, and agrees to indemnify, defend and hold harmless Buyer, its members, agents and employees from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, attorneys' fees, costs, proceedings, actions, and causes of action (collectively "Claims") arising from and proximately caused by Seller's use and occupancy of the Property during the Occupancy Term, breach of this Agreement, or negligent acts or omissions.
10. Seller shall not sublease, mortgage, pledge or otherwise encumber all or any part of the Property, assign as a Sublease or permit the Property to be used or occupied by anyone other than the Seller without prior written approval of Buyer.
11. Seller shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Seller.
12. At the termination of the Occupancy Term, Seller shall vacate and return possession of the Property to Buyer in good condition and repair, ordinary wear and tear excepted, and will return the keys to Buyer. In addition, the Property shall be returned free of violations of law and municipal ordinances.
13. If Seller fails to transfer possession of the Property as provided herein, Buyer shall be entitled to \$150.00 per daily occupancy charge for each day Seller fails to transfer possession, and to recover any and all damages suffered by Buyer as a result of Seller's failure to transfer possession, Buyer shall be entitled to recover reasonable attorney's fees and costs incurred in obtaining possession of the Property and for any other breach by Seller of this Agreement. Buyer reserves all rights and remedies, both legal and equitable.
14. This Agreement shall be governed by the laws of the State of Illinois. Any litigation concerning or arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in the Circuit Court of Winnebago County.
15. Any notices required or permitted under this Agreement shall be in writing, addressed to the parties at the offices set forth below unless the parties agree to a different place for notice, and any said notice shall be effective when delivered in person or sent by overnight delivery or three days after the postmarked date, when sent by certified or registered mail, or by email:

Seller
Contact/Notice Information:

Buyer
Contact/Notice Information

Dr. Howard Spearman
 President
 Rock Valley College
 3301 N. Mulford Road
 Rockford, IL 6114
H.Spearman@RockValleyCollege.edu

with a copy to:

Matthew J. Gardner
 Robbins Schwartz
 55 W. Monroe St., #800
 Chicago, IL 60603

mgardner@robbins-schwartz.com

IN WITNESS WHEREOF, the parties to this Occupancy Rider to the Contract for Purchase and Sale have hereunto executed on the date last written below.:

Joe L. L. S. Patricia G. S. 3-28-2023
SELLER Date

Robert J. S. 3-28-2023
BUYER Date

**Resolution Honoring the Retirement of
Rock Valley College Employees**

WHEREAS, the following individuals have retired as employees of Rock Valley College during 2022-2023: Pauline Box, Jerry Crane, Todd Dailing, Mary Foreman, Bob Hessel, Kathy Jones, Joan Rabe, Cheryl Rinker, Maureen Taylor, and Sara Wenger; and

WHEREAS, Rock Valley College honors and celebrates the commitment and dedication of these employees who contributed countless hours and used their special skills and talents toward the betterment of Rock Valley College; and

WHEREAS, some proactively worked with faculty and staff to develop curriculum, others used their unique teaching style to share their knowledge and experience with countless numbers of students, and others worked behind the scenes to ensure smooth day-to-day operations of Rock Valley College; and

THEREFORE, be it now resolved that Pauline, Jerry, Todd, Mary, Bob, Kathy, Joan, Cheryl, Maureen, and Sara take with them the gratitude and best wishes of all their colleagues at Rock Valley College and the Board of Trustees; and

BE IT FURTHER RESOLVED that the undersigned express their hope that their happiest years are those which lie ahead;

GIVEN under our hand and seal this 25th day of April 2023.

Howard J. Spearman, Ph.D.
President

Attest: _____
Secretary, Board of Trustees

**2023 Summer Flex Days for
Full-time ESP, SSA, PSA, and Administrative Staff**

Background: Board Report #7916 was approved on April 26, 2022, by the Board of Trustees to offer five summer flex days in 2022 for full-time Educational Support Personnel (ESP), Support Staff Association (SSA), Professional Staff Association (PSA) and Administrative staff.

For 2023, it is again recommended that five (eight-hour) summer flex days be offered to the ESP, SSA, PSA, and Administrative staff to be used between May 22, 2023, and August 4, 2023.

The summer flex days must be used during the time period above, or they will be forfeited. The days must be used in eight-hour blocks and scheduled through the appropriate supervisor. If a shift is longer than the eight-hour flex day, the time can be supplemented with other paid time (vacation or personal hours) the employee has available.

Recommendation: It is recommended that the Board of Trustees approves five (eight-hour) summer flex days for full-time ESP, SSA, PSA, and Administrative staff to be used between May 22, 2023, and August 4, 2023.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

College Closure - December 26, 27, and 28, 2023

Background: Board Policy 2:10.050, Official College Holidays, provides that Rock Valley College will celebrate Christmas Eve Day and New Year's Eve Day each year as a paid holiday for employees.

Christmas Eve Day, Sunday, December 24, 2023, will be observed on Friday, December 22, 2023. New Year's Eve Day, Sunday, December 31, 2023, will be observed on Friday, December 29, 2023, due to the holiday falling on the weekend. The College will be closed on Monday, December 25, 2023, to observe Christmas Day. The campus is scheduled to be open on Tuesday, December 26, 2023; Wednesday, December 27, 2023; and Thursday, December 28, 2023. As stated in Board Policy 2:10.050, the Board of Trustees reserves the right to designate additional days that the College will be closed.

Recommendation: It is recommended that the Board of Trustees will close Rock Valley College on Tuesday, December 26, 2023; Wednesday, December 27, 2023; and Thursday, December 28, 2023, and designate those days as additional paid days off for employees scheduled to work. Members of the Fraternal Order of Police (FOP) and Support Staff Association (SSA) who are required to work on any of those days to keep the campus safe and secure will be paid in accordance with their respective collective bargaining agreements, treating compensation for those days as a campus closure day.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

ROCK VALLEY COLLEGE 2023 - AT A GLANCE CAMPUS FACILITY EVENTS

(These are in-person scheduled events)

Date	Event	Staff	Student	Athletic	Community
April					
4/1/2023	WEI Completion Ceremony - SC Atrium, 10am	x	x		x
4/3/2023	Student Commencement Speaker Auditions - ERC PAR, 3pm	x	x		x
4/4/2023	First Tuesday Lecture - SC Atrium, 12pm	x			x
4/4/2023	SACN Donor Reception - HSC Lobby, 5pm	x			x
4/6/2023	Professional Development Day - PEC Gym, 8am	x			
4/12/2023	K-20 Collaborative: Serving Students in our Community - SC Atrium, 8am	x			x
4/12/2023	Wellness Wednesday - PEC 0110 , 12pm	x	x		x
4/13/2023	WEI Career Fair - SC Atrium, 2pm	x	x		x
4/14/2023	University of Illinois Transfer Symposium - SC Atrium, 8am	x	x		x
4/15/2023	Rising Stars Basketball All-Star Game - PEC Gym, 4pm	x	x	x	x
4/19/2023	RRVTMA Networking Tour - ATC 1300, 5pm	x			x
4/22/2023	Explore Health Science Careers - HSC, 9am	x	x		x
4/22/2023	RVC Music Festival - SC Atrium, 3pm	x	x		x
4/24/2023	1st Generation Speaker Series - SC Atrium, 1pm	x	x		x
4/25/2023	RAISE Spring 2023 Open House - SC Atrium, 4pm	x	x		x
4/27/2023	RVC Retiree and Alumni Breakfast SC Atrium, 7am	x	x		x
4/27/2023	Commencement Cap & Gown Distribution Day - PKLT 6, 9am	x	x		x
4/27/2023	U.S. Army Recruitment Event - PEC Gym & PKLT 02, 9am	x	x		x
4/27/2023	Annual Caskey Lecture - PEC Gym, 6pm	x	x		x
4/28/2023	ALAS Leadership Conference - PEC Gym, 7:30am	x	x		x
4/28/2023	Eagle Award of Excellence in DEI - SC Atrium, 1pm	x	x		x
May					
5/2/2023	First Tuesday Lecture - SC Atrium, 12pm	x			x
5/3/2023	Welding Graduates Reverse Job Fair - ATC 1402, 2pm	x	x		x
5/5/2023	TRiO and Delta Alpha Pi Ceremonies - SC Atrium, 11am	x	x		x
5/6/2023	ISS and HBCU Greek Step Show - SCCE Commons, 4pm	x	x		x
05/9 - 05/11	Finals Frenzy Food Truck Days - PKLT 02, 12pm	x	x		
5/9/2023	Student Life Leadership Banquet - SC Atrium, 6pm	x	x		
5/11/2023	RPS Med Term Quiz Bowl - PEC 0110, 10am	x			x
5/11/2023	Phlebotomy Pinning Ceremony - SC Atrium, 6pm	x	x		x
5/12/2023	Hispanic Recognition Celebration - BST Stage, 2pm	x	x		x
5/12/2023	Massage Therapy Graduation - SC Atrium, 6pm	x	x		x
5/12/2023	SANKOFA Completion Ceremony - SCCE Commons, 6pm	x	x		x
5/17/2023	Respiratory Care Pinning Ceremony - SC Atrium, 2pm	x	x		x
5/18/2023	Nursing Program Pinning Ceremony - SC Atrium, 10am	x	x		
5/18/2023	Dental Hygiene Pinning Ceremony - SC Atrium, 12:15pm	x	x		x
5/18/2023	RVC Certificate Ceremony - PC Gym, 2pm	x	x		x
5/18/2023	GED Completion Ceremony - PEC Gym, 6pm	x	x		x
5/19/2023	2023 RVC Commencement Ceremony - PEC Gym, 2pm & 6pm	x	x		x
5/20/2023	2023 Belvidere CUSD 100 Graduation - PEC Gym, 10am & 2pm	x			x
5/25/2023	RAISE Graduation Ceremony - SC Atrium, 4pm	x	x		x
5/26/2023	DEI Digital Badge Foundation Level Training - SC Atrium, 8am	x			