

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

**April 25, 2023, 5:15 p.m.**

**FINAL MEETING OF THE PRESENT BOARD**

**Agenda**

- A. Call to Order**
- B. Roll Call**
- C. Board Member Attendance by Means Other than Physical Presence**
- D. Communications and Petitions (Public Comment)**
- E. Recognition of Visitors**
  - 1. Student Trustee 2023-2024 – Mr. Juan Noguera
  - 2. Faculty of the Year – Associate Professor Mathew Oakes
  - 3. Faculty Recommended for Tenure – Assistant Professor Jessica Higgins
- F. Adjourn to Closed Session** to discuss 1) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 2) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.
- G. Reconvene Open Meeting**
- H. Approval of Minutes**
  - 1. [March 14](#), 2023 Committee of the Whole Meeting
  - 2. [March 28](#), 2023 Regular Board Meeting
- I. Action Items**
  - 1. Approve Claims Sheet (Check Register-[March](#) 2023) ([BR 8026](#))
  - 2. Approve Purchase Report
    - a. Purchase Report-A – FY23 Amendments ([BR 8027-A](#))
    - b. Purchase Report-B – FY23 [Purchases](#) ([BR 8027-B](#))
  - 3. Approve One-Year Tax Abatement for All World Machinery Supply, Inc. ([BR 8028](#))
  - 4. Approve Personnel [Report](#) ([BR 8029](#))
  - 5. Approve Personnel Report – Sabbatical Leave ([BR 8030](#))
  - 6. Approve Revised Board [Policy 3:10.030](#) Access to Personnel Files ([BR 8031](#))
  - 7. Approve Retirement Resolution ([BR 8032](#))
  - 8. Approve 2023 Summer Flex Days ([BR 8033](#))
  - 9. Approve 2023 Holiday Closure ([BR 8034](#))
  - 10. Approve Resolution for Purchase of Real [Property](#) at 311 S. Winnebago St., Rockford, IL ([BR 8035](#))
  - 11. Approve Resolution for Purchase of Real [Property](#) in Belvidere, IL from Big Thunder Development Corp. ([BR 8036](#))
- J. Adjourn Final Meeting of Present Board**

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

**April 25, 2023, 5:15 p.m.**

**REORGANIZATION MEETING  
Immediately Following Final Meeting of Present Board**

**AGENDA**

- A. Call to Order by Chairperson of Retiring Board**
- B. Roll Call by Secretary of the Retiring Board**
- C. Board Member Attendance by Means Other than Physical Presence**
- D. Adoption of [Policies](#) of the Board**
- E. [Certification](#) of Audit and Board Minutes and Policies by Secretary**
- F. Comments by RVC President Dr. Howard Spearman**
- G. Seating of Newly Elected Trustees**
- H. Adjournment of Retiring Board, sine die**
- I. Convening of new board by ranking hold-over officer from retiring Board who shall serve as temporary Chairperson**
- J. Election of Chairperson of Board**
- K. Election of Vice Chairperson**
- L. Election of Secretary**
- M. [Appointment](#) of Treasurer**
- N. [Appointment](#) of Attorney**
- O. [Appointment](#) of Bank Depository(s)**
- P. [Appointment](#) of Auditor**
- Q. Appointment of Board of Trustees Representative to RVC Foundation**
- R. Appointment of Representative of Finance Topics at Committee of the Whole**
- S. Appointment of Representative of Operations Topics at Committee of the Whole**
- T. Appointment of Representative of Teaching, Learning and Communications Topics at Committee of the Whole**
- U. Appointment of Representative to Illinois Community College Trustees Association**
- V. Appointment of Representative to Ad Hoc Committee – Facilities Master Plan**
- W. Appointment of Representative to Ad Hoc Committee – Decennial Committee**
- X. Setting the [Schedule](#) of Regular Meetings for the Next Fiscal Year**
- Y. Adjourn**

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

**April 25, 2023, 5:15 p.m.**

**FIRST MEETING OF NEWLY REORGANIZED BOARD OF TRUSTEES  
Immediately Following the Reorganization Meeting**

**AGENDA**

- A. Call to Order**
- B. Roll Call**
- C. Board Member Attendance by Means Other than Physical Presence**
- D. Communications and Petitions (Public Comment)**
- E. Recognition of Visitors**
- F. General Presentations**
- G. Other Business**
  - 1. New Business
    - a. Trustees Leadership/Governance Training Required by *110 ILCS 805/3-8.5*
      - i. June 2-3, 2023 - [ICCTA](#) Annual Convention, Normal, IL OR
      - ii. June 10, 2023 - [Robbins Schwartz](#) Virtual Session
    - b. Set Date for Special Meeting - Board Training (Robert's Rules)
    - c. New trustees onboarding
  - 2. Unfinished Business
- H. Updates/ Reports**
  - 1. President's Update
  - 2. Leadership Team Updates
  - 3. ICCTA Report
  - 4. Trustee Comments
  - 5. Student Trustee [Report](#)
  - 6. RVC Foundation Liaison Report
  - 7. Freedom of Information Act (FOIA) [Report](#)
- I. Adjourn to Closed Session** to discuss: 1) Collective negotiating matters per Section 2 (c) (2); and/or 2) 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), all in accordance with the Illinois Open Meetings Act.
- J. Reconvene Open Meeting**
- K. Date of Next Committee of the Whole Meeting:** May 9, 2023, 5:15 p.m. The meeting will be held **in person** in the Performing Arts Room (PAR, Room 0214) located in the Education Resource Center (ERC) on the main campus.
- L. Date of Next Regular Meeting:** May 23, 2023, 5:15 p.m. The meeting will be held **in person** in the Performing Arts Room (PAR, Room 0214) located in the Education Resource Center (ERC) on the main campus.
- M. Adjourn**

Gloria Cardenas Cudia, Board Chair

**Rock Valley College  
Community College District No. 511  
3301 N. Mulford Road, Rockford, IL 61114**

**BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING  
5:15 p.m. Tuesday, 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.*

**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/96153549801?pwd=WU9vc1Bic1RjZmFicDiSOTF3bkZTOT09> or by phone at 312-626-6799 using Meeting ID: 961 5354 9801 Passcode: 025599. 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](mailto:RVC-BoardPC@rockvalleycollege.edu) by 3:15 p.m. on March 14, 2023. Public comments submitted via email will be announced during the public comment portion of the meeting.

**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: 14<sup>th</sup> Day Census; Student Profile**

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the Enrollment Update: 14<sup>th</sup> 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 14<sup>th</sup> 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

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Robert Trojan, Secretary

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Gloria Cardenas Cudia, Chairperson

**Illinois Community College District No. 511  
Rock Valley College  
3301 North Mulford Road  
Rockford, IL 61114**

**ROCK VALLEY COLLEGE BOARD OF TRUSTEES REGULAR MEETING  
5:15 p.m., March 28, 2023**

**MINUTES**

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

**Meeting Location:** Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Howard J. Spearman, Ph.D., president of Rock Valley College, or designated administrator, will be physically present at the meeting location. **Trustees/members, citizens, faculty and staff may attend the meeting via teleconference or videoconference.** Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/94236125141?pwd=aDh0aU8xK2Rpb1h5NnZ3Tm9LSzBWQT09>, or by phone at 312-626-6799 using **Meeting ID 942 3612 5141, Passcode: 741591.** The meeting will include an opportunity for public comment. Any member of the public can submit their public comment via email to [RVC-BoardPC@rockvalleycollege.edu](mailto:RVC-BoardPC@rockvalleycollege.edu) by 3:15 p.m. on March 28, 2023. Public comments submitted via email will be announced during the public comment portion of the meeting.

**Call to Order**

The Regular meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened remotely via teleconference on Tuesday, March 28, 2023. The meeting was called to order by Board Chair Gloria Cardenas Cudia at 5:15 p.m.

**Roll Call**

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

Ms. Gloria Cardenas Cudia	Mr. Bob Trojan
Mr. John Nelson	Ms. Lynn Kearney
Mr. Richard Kennedy	Mr. Paul Gorski
Ms. Crystal Soltow arrived at 5:17 p.m.	
Student Trustee Ryan Russell arrived at 6:08 p.m.	

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President Liberal Arts and Adult Education/Chief Academic Officer; Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Interim Assistant to the President; Attorney Joseph Perkoski, Robbins Schwartz; Attorney Matthew Gardner, Robbins Schwartz.

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

No public comments were received.

### **Recognition of Visitors**

Dr. Patrick Peyer introduced Mr. Tony Hall, coach of the College's men's and women's bowling teams, as well as a number of team members who were in attendance. Both the men's and women's teams won back-to-back NJCAA National Championships and led the entire tournament with the top score in every segment. Trustees congratulated the teams on their success.

### **Adjourn to Closed Session**

At 5:19 p.m., Trustee Trojan made a motion, seconded by Trustee Kearney, to adjourn to closed session to discuss 1) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 2) The selection of a person to fill a public office, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance per Section 2 (c) (3), all in accordance with the Illinois Open Meetings Act.

The motion was approved by majority roll call vote. Trustees Kearney, Kennedy, Soltow, Trojan and Cudia voted yes. Trustees Gorski and Nelson voted no.

### **Reconvene Open Meeting**

At 6:33 p.m., Trustee Trojan, made a motion, seconded by Trustee Kearney, to adjourn the closed session and reconvene the open meeting. The motion was approved by unanimous roll call vote. No action was taken as a result of closed session.

### **General Presentations**

There were no general presentations.

### **Approval of Minutes**

A motion was made by Trustee Kearney, seconded by Trustee Nelson, to approve the minutes of the February 13, 2023 Special Meeting-Interview Trustee Candidates; the February 14, 2023 Special Meeting-Swearing-in of Trustee; the February 14, 2023 Committee of the Whole meeting and the February 28, 2023 Regular meeting.

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

### **Action Items**

#### **1. BR 8019 – Claims Sheet – February 2023**

The Board Report reads in part: It is recommended that the Board of Trustees approves the claims sheets from the Ellucian check register for the period from February 1, 2023 to February 28, 2023. The total is \$2,550,244.40.

A motion was made by Trustee Kearney, seconded by Trustee Nelson, to approve Board Report 8019. There was no discussion. The motion was approved by unanimous roll call vote.

### **2a. BR 8020-A – Purchase Report-A – FY2023 Amendments**

The Board Report reads in part: It is recommended that the Board of Trustees approves the marked items for purchase on Board Report 8020-A, Purchase Report-A.

\$	60,000.00	A.	Khione Management Services, Cicero, IL
\$	5,500.00	B.	Cottingham & Butler DBA Carlson Dettmann Consulting, Carl Stream, IL

A motion was made by Trustee Kearney, seconded by Trustee Nelson, to approve Board Report 8020-A. There was no discussion. The motion was approved by unanimous roll call vote.

### **2b. BR 8020-B – Purchase Report-B – FY2023 Purchases**

The Board Report reads in part: It is recommended that the Board of Trustees approves the marked items for purchase on Board Report 8020-B, Purchase Report-B.

\$	26,000.00	A.	Zoom Video Communications, Inc., San Jose, CA
\$	24,200.00	B.	KK Stevens Publishing Co., Astoria, IL
\$	32,000.00	C.	Mohawk Lifts, Amsterdam, NY
\$	11,300.00	D.	B&H Photo, New York, NY
\$	8,400.00	E.	B&H Photo, New York, NY
\$	20,900.00	F.	CDW-G, Chicago, IL
\$	88,000.00	G.	Simformotion, Peoria, IL
\$	20,100.00	H.	Stryker Medical, Chicago, IL
\$	23,610.00	I.	Echo Healthcare, Sarasota, FL
\$	56,738.00	J.	Sound, Inc., Naperville, IL
\$	15,900.00	K.	Helm, Freeport, IL

A motion was made by Trustee Kearney, seconded by Trustee Gorski, to approve Board Report 8020-B. In response to a question from Trustee Gorski, CFO Ellen Olson explained that a committee is reviewing potential expenditures for Zoom virtual services.

The motion was approved by unanimous roll call vote.

### **3. BR 8021 – Personnel Report**

The Board Report reads in part: It is recommended that the Board of Trustees approves the personnel actions listed on Board Report 8021.

A motion was made by Trustee Kennedy, seconded by Trustee Kearney, to approve Board Report 8021. There was no discussion. The motion was approved by unanimous roll call vote.

#### **4. BR 8022 – Advanced Technology Center Sponsorship Program**

The Board Report reads in part: It is recommended that the Board of Trustees extend the Advanced Technology Center (ATC) Sponsorship Program through Fiscal Year 2024 and approve using the remaining unallocated funds not to exceed \$70,000 to support the ATC Sponsorship Program.

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve Board Report 8022. There was no discussion. The motion was approved by unanimous roll call vote.

#### **5. BR 8023 – Resolution to Purchase Real Property Owned by Winnebago County**

The Board Report reads in part: The Board of Trustees approves the purchase of the Properties described in the Contract for Purchase and Sale attached hereto as Exhibit A and as further described as: 720 Chestnut St., Rockford, IL 61102; 705 Green St., Rockford, IL 61102; Parking Lots at 318 S. Rockton Ave., Rockford, IL; 314 S. Rockton Ave., Rockford, IL; and 308 S. Rockton Ave, Rockford, IL.

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

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.

The Board hereby authorizes and directs its President and President's designee to enter into a post-closing occupancy agreement, which shall be subject to legal counsel review, whereas Winnebago County shall be allowed to use the property at 720 Chestnut Street for one year after closing at no rent other than paying any and all insurance, utilities, taxes, and other reasonable costs associated with that building. **Attorney Reviewed.**

A motion was made by Trustee Gorski, seconded by Trustee Kennedy, to approve Board Report 8023. There was no discussion. The motion was approved by unanimous roll call vote.

#### **6. BR 8024 – Resolution to Purchase Real Property Owned by Landmark Printing Co.**

The Board Report reads in part: The Board of Trustees approves the purchase of the Property described in the Contract for Purchase and Sale attached hereto as Exhibit A and further described as 327 S. Winnebago St., Rockford, Illinois 61102.

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

The Board hereby authorizes and directs its President and President's designee to execute the Contract for Purchase and Sale, its attached addenda, and/or any and all other required documents and instruments, and take any and all other required actions, to complete this transaction.

A motion was made by Trustee Nelson, seconded by Trustee Kearney, to approve Board Report 8024. There was no discussion. The motion was approved by unanimous roll call vote.

## **7. BR 8025 – Board Policy 3:10.030 Access to Personnel Files FIRST READING**

The Board Report reads in part: 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.**

Since this is a First Reading, no vote was taken.

### **Other Business**

#### **1. New Business**

President Spearman briefly reviewed the information he sent to trustees regarding the application for a Tax Increment Financing District (TIF) for the former Barber Colman property and asked for trustees' thoughts regarding the topic. Vice President of Finance Ellen Olson explained that the College has received a copy of the draft of the proposed TIF Redevelopment Plan for the proposed City of Rockford Barber Colman TIF District. In response to trustees' questions, VP Olson made the following points: 1) By closing the current TIF and starting a new one, the proposed TIF will extend the life of the former TIF by 4-5 years; 2) Rockford has 31 TIF zones and some have increased their EAV as of levy year 2020; 3) Olson is not aware of any funding that was redirected outside the District; 4) RVC does not receive any property taxes from this; 5) Administration recommends supporting this proposed TIF, as the College will be developing its new downtown campus, and it will be better to have residential and commercial development nearby rather than a blighted site.

As a result of the discussion and support of the trustees, VP Olson will represent the College at the April 6 Joint Review Board meeting and vote in favor.

#### **2. Unfinished Business**

There was no unfinished business.

### **Updates / Reports**

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

Dr. Spearman highlighted March activities that included:

- Celebrating Women's History Month.
- Student-focused activities such as the annual Sister to Sister Conference and the Science Olympiad.
- Election of Juan Noguera as the 2023-2024 student trustee. Juan will be sworn in at the May regular board meeting. He is pursuing an Associate in Applied Science degree (AAS) in Fire Science and is a member of ALAS (Association of Latin American Students) and CAB (Campus Activities Board).
- Thank you to the College's Phi Theta Kappa (PTK) students for nominating Dr. Spearman to receive the PTK Paragon Award for New Presidents during the PTK annual convention to be held in Columbus, OH the end of April.
- Celebrating some of RVC's exceptional personnel:
  - Tim Spielman, director of academic and transfer advising, has served as the Phi Theta Kappa (PTK) advisor since 2002 and is being honored with an engraved brick to be placed at the PTK International headquarters in Jackson, MS in recognition of his 20 plus years of service as PTK advisor.
  - Chad Roth, coordinator of RVC's fire science program, was instrumental in the College receiving the Fire and Emergency Services Higher Education (FESHE) Recognition certificate. This certificate was created by the U.S. Fire Administration

in an effort to standardize training, education, experience and certification activities for the fire service.

- Darin Monroe, athletic director and co-head coach of RVC's eight-time national champion softball team, has been named the 2022-2023 Athletic Director of the Year by the National Association of Collegiate Directors of Athletics. Monroe earned his 500<sup>th</sup> career win last week and will be inducted into the RVC Athletics Hall of Fame in December 2023.
- Thank you to Jennifer Thompson and her team, Cierra Morris and her team, Keith Barnes and his team and Dr. Hansen Stewart and his team for their input leading to creation of the new RVC videos and TV commercial.
- With a focus on community engagement, RVC will host a K-20 Collaborative Event for area superintendents and their teams to learn more about RVC's Strategic Plan, especially focusing on access and DEI (diversity, equity and inclusion). Studer Education is sponsoring the event and Dr. Janet Pilcher will provide the keynote address.
- Rock Valley College has received the Small Business Development Center (SBDC) grant. Congratulations to Heather Snider and her team, and to Nancy McDonald who will lead the program. More information will be provided at a later date.

## **2. Leadership Team Updates**

- Mr. Keith Barnes, vice president of equity and inclusion, announced that RVC has received a grant from the Community Foundation of Northern Illinois to pilot a social justice community-based learning academy to examine the racial wealth gap. To kick off Financial Literacy Month in April, the DEI Office will host the 2023 DEI Symposium on March 31 featuring keynote speaker Michelle Singletary, Washington Post Personal Finance Columnist. Students will explain their action plans to expand their financial literacy. Students and staff are encouraged to enroll in Illinois Financial Wellness Hub, a web-based learning environment created by the Illinois Treasurer's Office.
- Dr. Hansen Stewart announced that the Illinois Board of Higher Education (IBHE) and Illinois Community College Board (ICCB) have approved the AAS in Mechatronics degree. Discussions have begun with Northern Illinois University to create a 2+2 agreement for mechatronics engineering.
- CFO Ellen Olson reminded trustees to respond to Winnebago County's request for completion of the Statement for Economic Interest, which is due May 1. Dr. Spearman added that to comply with board policy, trustees should also submit it to the College.
- Dr. Spearman added that Jim Handley, Dr. Kym Blanchard, executive director of online development and innovation, Dr. Amanda Smith and their teams have done a great job planning the Professional Development Day on April 6.

## **3. ICCTA Report (Illinois Community College Trustees Association)**

Trustee Nelson reported that he was on vacation during the last ICCTA meeting. He will attend the remaining meetings this year.

## **4. Trustee Comments**

- Trustee Gorski commented that he appreciates the support of the community, as he is for open lines of communication and transparency to listen to the community. He is always open to comments.
- Trustee Kearney commented that she is sorry to have missed the Science Olympiad, as they do a fabulous job.

- Trustee Nelson commented that he met a young man who is active in the robotics club and is looking forward to competing at RVC. He added that RVC does a lot of good, and it is important to work together to continue the success.
- Trustee Trojan made several comments: 1) The robotics team Winnovation, comprised of students from Winnebago and Pecatonica high schools, is going to Houston for the national tournament; 2) Thank you to those who have supported his bid for re-election. The SGA Candidate Forum held March 27 went well; 3) He will talk about RVC to the downtown Rotary this Thursday.
- Board Chair Cudia added her congratulations to all award winners and to Student Trustee Ryan Russell. The SGA Candidate Forum was well attended and she enjoyed meeting the candidates, noting that Trustee Trojan made some excellent remarks about serving as a trustee for the College.

#### **5. Student Trustee Report**

Student Trustee Russell reviewed student activities included in his report, noting that the Student Government Association (SGA) recently voted to use \$50,000 of its 2022/2023 budget to update the Student Life Club Room. Plans include painting, adding comfortable and spacious seating for students, and a TV to use for entertainment and club presentations.

Board Chair Cudia thanked him for his service to RVC and for his service in the military.

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

Trustee Trojan made several announcements: 1) LoRayne Logan has retired after serving 22 years on the Foundation Board; 2) The Foundation will host the next Alumni and Retiree Breakfast on April 27 at 8:00 a.m., and trustees are invited; 3) As of March 9, over 500 scholarship applications have been received. The Foundation has 147 active scholarships to award this year, with 78 added in the last five years. A total of \$500,000 will be awarded this year. Trojan also thanked all of the donors who have contributed to this growth.

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

The FOIA report was accepted as presented.

#### **Closed Session**

At 7:21 p.m., a motion was made by Trustee Trojan, seconded by Trustee Kearney, to adjourn to closed session to discuss 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), in accordance with the Illinois Open Meetings Act.

The motion was approved by majority roll call vote. Trustees Kearney, Kennedy, Soltow, Trojan, and Cudia votes yes. Trustees Gorski and Nelson voted no. Student Trustee Russell voted yes (advisory).

#### **Reconvene Closed Session**

At 7:58 p.m., a motion was made by Trustee Kearney, seconded by Trustee Trojan, to adjourn to open session. The motion was approved by majority roll call vote. Trustees Gorski, Kearney, Kennedy, Soltow, Trojan, and Cudia votes yes. Trustee Nelson voted no. Student Trustee Russell voted yes (advisory).

No action was taken as a result of closed session.



In open session, trustees commented that they would like to return to meeting in person.

### **Next Meeting**

The next Committee of the Whole meeting will be held Tuesday, April 11, 2023 at 5:15 p.m. The meeting will be held virtually via teleconference.

The next Special meeting will be held April 17, 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 as Illinois statute permits.

The next Regular and Reorganization meeting will be held Tuesday, April 25, 2023 at 5:15 p.m. The meeting will be held **in person** in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus.

### **Adjournment**

There being no further business to come before the Board of Trustees, at 8:01 p.m., a motion was made by Trustee Trojan, seconded by Trustee Nelson, to adjourn the meeting. The motion was approved by unanimous roll call vote.

Submitted by Ann Kerwitz.

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Robert Trojan, Secretary

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Gloria Cardenas Cudia, Board Chair

## Claims Sheet

**Recommendation:**

It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register for the period from March 1, 2023 to March 31, 2023

The total is \$3,197,293.18.

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Howard J. Spearman, Ph.D.  
President

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

**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\*(2)**

2. 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\*(3)**

3. 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’s 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\*(4)**

4. 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)

<b>Mid-State Equipment Columbus, WI</b>	<b>\$16,250.00*(2)</b>
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)

<b>Kunes Elkhorn WI</b>	<b>\$59,678.00*(5)</b>
<b>Kunes Elkhorn WI</b>	<b>\$60,678.00*(5)</b>
<b>Kunes Elkhorn WI</b>	<b>\$64,678.00*(5)</b>
<b>Harvard Ford (F150) Harvard, IL</b>	<b>\$35,340.00*(5)</b>
<b>Summit Ford Automotive (F350) Beaver Dam, WI</b>	<b>\$56,110.00*(5)</b>

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. The College was able to locate two additional trucks since the April 11, 2023 Committee of the Whole meeting, which completes the requested five new truck capital replacement requests.

FY2023 Capital Expense

**Purchase Report-B - FY2023 Purchases**

F. Construction – (Capital Expense)

**City of Belvidere**                      **Belvidere, IL**                                      **\$24,155.75\*(6)**

6. This expense is for the Advanced Technology Center, Phase II building construction permit at 1400 Big Thunder Boulevard, Belvidere, IL 61008. The permit fees were estimated at \$60,000. Ollmann Ernest Martin (OEM) Architects recommended the College apply for a Growth Dimensions Economic Development Enterprise Zone. RVC applied and was granted the Enterprise Zone designation, which reduced the fees to this new amount.

FY2023 Capital Expense

G. Inspection & Repairs Bengt Sjostrom Theatre Roof- (Maintenance Service Buildings: Plant Maintenance / Foundation Grants: Bengt Sjostrom Maintenance Grant)

**Uni-Systems Engineering Inc Minneapolis MN**                                      **\$17,525.00\*(6)**

7. This expense is for the inspection and maintenance of the operable roof systems in the Bengt Sjostrom Theatre. This is considered a sole source vendor due to the unique, specialized roof for the theatre. Uni-Systems Engineering Inc. is the only vendor able to do the inspections and maintenance.

FY2023 Budgeted & Grant 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)

<b>Mid-State Equipment Columbus, WI</b>	<b>\$16,250.00*(2)</b>
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)

<b>Kunes Elkhorn WI</b>	<b>\$59,678.00*(5)</b>
<b>Kunes Elkhorn WI</b>	<b>\$60,678.00*(5)</b>
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<b><u>Harvard Ford (F150) Harvard, IL</u></b>	<b><u>\$35,340.00*(5)</u></b>
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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. [The College was able to locate two additional trucks since the April 11, 2023 Committee of the Whole meeting, which completes the requested five new truck capital replacement requests.](#)

FY2023 Capital Expense

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Purchase Report-B - FY2023 Purchases

F. Construction – (Capital Expense)

City of Belvidere                      Belvidere, IL                      \$24,155.75\*(6)

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FY2023 Capital Expense

G. Inspection & Repairs Bengt Sjostrom Theatre Roof- (Maintenance Service Buildings: Plant Maintenance / Foundation Grants: Bengt Sjostrom Maintenance Grant)

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Uni-Systems Engineering Inc Minneapolis MN                      \$17,525.00\*(6)

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7. This expense is for the inspection and maintenance of the operable roof systems in the Bengt Sjostrom Theatre. This is considered a sole source vendor due to the unique, specialized roof for the theatre. Uni-Systems Engineering Inc. is the only vendor able to do the inspections and maintenance.

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FY2023 Budgeted & Grant Expense

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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

**Personnel Report**

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

**A. APPOINTMENTS**

Autumn Czizek, Director of Community Education, Full-Time, ADM, Grade D, \$75,000, prorated for the balance of the fiscal year, effective May 30, 2023.

Sherman Lee, Director of Financial Aid, Full-Time, ADM, Grade C, \$82,000, prorated for the balance of the fiscal year, effective May 30, 2023.

**B. DEPARTURES**

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

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

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

**Personnel Report**

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

**A. APPOINTMENTS**

\_\_\_\_\_, Autumn Czizek, Director of Community Education, Full-Time, ADM, Grade D,  
\$\_\_\_\_\_, \$75,000, prorated for the balance of the fiscal year, effective \_\_\_\_\_, May 30, 2023.

Sherman Lee, Director of Financial Aid, Full-Time, ADM, Grade C, \$82,000, prorated for the  
balance of the fiscal year, effective May 30, 2023.

**B. DEPARTURES**

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

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

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

**Personnel Report – Sabbatical Leave**

**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 approves 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.

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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**

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Howard J. Spearman, Ph.D.  
President

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

Attachment: Board Policy 3:10.030



## ACCESS TO PERSONNEL FILES

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

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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 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.

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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.

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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, due to the holiday falling on the weekend. 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.

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Howard J. Spearman, Ph.D.  
President

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

# **EXHIBIT A**

[Insert Contract for Purchase and Sale and Addendum]



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: 815-262-2222  
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.#: 11-22-478-012  
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~~ ~~\$310,000~~ \$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



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

- 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good faith be carried out, this Contract shall become void and the earnest money shall be returned to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.
- 8. Closing. This transaction shall be closed on MAY 5, 2023 or on such date as mutually agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-clean condition and free of debris, both interior and exterior, at time of closing. The premises shall be vacant at closing, unless it is (check if applicable):
  - Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or
  - Subject to Occupancy Rider.

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

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

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

- 11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the following: all heating, plumbing, electrical systems and fixtures; water heater; existing storms and screens; attached and built-in cabinets and shelves; attached carpet; attached mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)
  - ( furnaces), ( air conditioners) (security system) ( water heaters)
  - ( water softeners) ( water filtration systems)
 Other items included: NONE

Other items excluded: NONE

Seller warrants there are no rented fixtures or equipment except: NONE

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

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

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

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

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

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

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

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

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





# **EXHIBIT B**

[Insert Occupancy Rider]



### 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](mailto: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](mailto: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 Delia Patricia G. Garibay  
SELLER Date 3-28-2023

Richard J. Jones  
BUYER Date 3-28-2023



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into as of the later of the dates indicated on the signature page (the “**Effective Date**”) by and between Big Thunder Development Corp., (“**Seller**”), with its principal address located at 9562 Lawrenceville Road, Garden Prairie, IL 61038, and Rock Valley College (“**Buyer**”), with its principal address located at 3301 North Mulford Road, Rockford, IL 61114 (Seller and Buyer are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”).

### **RECITALS**

**WHEREAS**, Seller is the owner of the Property (as hereinafter defined).

**WHEREAS**, Seller desires to sell the Property (as hereinafter defined) to Buyer, and Buyer desires to purchase the Property, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### **ARTICLE 1** **PROPERTY**

1.1 The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, real property comprising of approximately ten (10) acres of land adjacent to Buyer’s Advanced Technology Center at 1400 Big Thunder Blvd., Belvidere, IL 61008, and identified as PIN 05-23-303-001 and 05-23-303-002, together with any and all rights, title and interest being referred to in this Agreement as the “**Property**” and legally described as **Exhibit “A.”** The term “**Property**” also includes all and any improvements, if any, on the Property.

### **ARTICLE 2** **PURCHASE AND SALE; PURCHASE PRICE**

2.1 **PURCHASE AND SALE.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of the following: (a) all of Seller’s right, title, estate, and interest in and to the Property, (b) all rights, privileges, easements, and right of ways appurtenant to said Property, including without limitation to all mineral rights, if any, underlying the Property owned by Seller, (c) all improvements and fixtures located on or in the Property, (d) all rights, warranties, guarantees, utility, contracts, approvals, permits, certificates of occupancy, surveys, plans and specifications, and any agreements, covenants, or indemnifications that Seller received from any third party, including any prior owner, and relating to the above.

2.2. The purchase price (“**Purchase Price**”) for the Property will be One Million Dollars and 00/100 (\$1,000,000.00), free and clear of any mortgage or other indebtedness of the

Seller. The Purchase Price, plus or minus prorations and credits as hereinafter set forth, will be payable at Closing by wire transfer of immediately available funds to the Seller or as the Seller will direct.

2.3 Within five (5) business days after the Effective Date, the Buyer will deposit with the Title Underwriters (“**Title Company**”), pursuant to the terms of a strict joint order escrow agreement (“**SJO**”), earnest money in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00), with all interest earned thereon to be paid to the Buyer (“**Earnest Money**”). The Earnest Money will be applied to the Purchase Price and will be fully refundable during the Due Diligence Period. The Parties shall split the cost of the SJO, if any. However, if the sale does not consummate due to the Buyer’s decision not to close, then the Buyer shall be liable for the full cost of the SJO.

### **ARTICLE 3**

#### **DUE DILIGENCE; INSPECTION OF SUBJECT PROPERTY**

3.1 The Seller will, within five (5) business days after the Effective Date, provide the Buyer with copies, **if any**, of the following documents that may be in the possession of the Seller: (i) existing ALTA survey (“**Existing Survey**”); (ii) existing title insurance policy; (iii) all environmental studies and reports in the possession of the Seller, if available; (iv) a list of vendors, contractors and contact information; (v) the deed by which the Property was acquired by the Seller; (vi) soil borings, (vii) architectural plans or other building system information or any other Property information that may be in the Seller’s possession; (viii) any documents showing the results of any environmental audit or assessment that may have been conducted on the Property; (ix) zoning documents, including, but not limited to, special uses, annexation, or variances; (xii) any zoning or permit approvals; (xiii) any recorded or unrecorded easements; (xiii) any building, zoning, or other code violation issued, received or corrected with relation to the Property; (xiv) any documents related to recapture or waiver of recapture; (xv) the current insurance binder; (xvi) a list of any capital improvements made in the last three (3) years, along with any documents related thereto; and (xvii) any warranties and invoices for any maintenance and improvements during the last three (3) years related to the Property; (xviii) any existing Phase I Reports, Phase II Reports and environmental remediation plan and related documents (“**Environmental Reports**”) which shall be certified to the Buyer and the Buyer’s lender; and (xix) all contracts, leases, permits and licenses affecting the Property.

3.2 Further, the Seller will, within fourteen (14) days of the Effective Date, provide the Buyer, at the Seller’s sole cost and expense, the following documents:

- a. a current title commitment; (“**Title Commitment**”) and at Closing an ALTA owner’s policy of title insurance policy (“**Title Policy**”).

3.3 The Buyer’s obligation to close on this transaction will be subject to the Buyer satisfying itself, at the Buyer’s sole discretion, as to certain matters regarding the Property during a due diligence period (“**Due Diligence Period**”) of forty-five (45) days from the Effective Date. During the Due Diligence Period, the Buyer shall have the right to do all or any of the following



(collectively, “**Due Diligence**”), at the Buyer’s sole discretion and in compliance with all applicable laws, and in reasonable cooperation and coordination with the Seller:

- (a) Physically inspect the Property, including performance of any engineering tests, soil tests/borings, or environmental studies.
- (b) Review and verify all licenses, permits, governmental approvals, leases, contracts, operating agreements, and license agreements affecting the Property, if any.
- (c) Review such other information with respect to the Property as the Buyer deems necessary to verify to its satisfaction that the Property, in the Buyer’s sole discretion, is suitable for purchase and the Buyer’s intended use.
- (d) Investigate which governmental approvals (i.e., zoning, site plan approval, etc.) are required for the Buyer to use the Property for its intended purposes and, if need be, preliminarily file applications, with the assistance of the Seller, if required by the governmental entities, to acquire the necessary approvals, licenses, variances, and/or special uses to use and utilize the property for Buyer’s intended use.
- (e) Any other due diligence the Buyer deems necessary.

3.3 Any entry of the Property will be conducted during normal business hours. If, after receiving the Seller’s written consent, the Buyer conducts any such tests or causes any such tests to be conducted, the Buyer agrees to reasonably restore the Property to a substantially similar condition that existed immediately prior thereto. Buyer agrees to defend, indemnify, and hold Seller harmless for any claims, lawsuit, damages, penalties, or other fees arising from Buyer’s testing or inspection of the Property.

3.4 In the event the results of the Due Diligence Period are unacceptable to the Buyer for any reason or no reason, the Buyer shall have the right to terminate this Agreement by giving written notice to the Seller on or before the last day of the Due Diligence Period, and thereupon the Earnest Money shall be returned to the Buyer, and this Agreement will terminate and be null and void. If the Buyer fails to so notify the Seller, it will be conclusively presumed that the results of the Due Diligence Period were acceptable to the Buyer, the Buyer’s right to terminate this Agreement pursuant to this Paragraph will be deemed waived, and this Agreement will remain in full force and effect.

**ARTICLE 4**  
**TITLE AND SURVEY**

4.1 At the Closing, the Seller shall deliver to the Buyer the Title Policy in the amount of the Purchase Price, with full extended coverage, and insuring good and marketable title to the Property, subject only to the exceptions below (“**Permitted Exceptions**”), and issued by the Title Company insuring good title to the Property:

(i) All taxes, special assessments and special taxes for the year 2022 and all subsequent years, and all taxes, special assessments and special taxes levied after the date hereof; and

(ii) All rights and easements in favor of the holder of any interest in the mineral estate, if any;

(iii) All standard general conditions and exceptions to title contained in title commitments traditional to Boone County, provided that the same do not materially prohibit or impair the use of the Property as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser’s intended use of the Property, in its sole determination;

(iv) Right of all persons claiming by, through or under Purchaser, or its nominee;

(v) All zoning, building, and other laws, ordinances, codes, restrictions, and regulations of all governmental authorities having jurisdiction with respect to the Property, provided that the same are not in violation by the Property location, construction, or otherwise and do not materially prohibit or impair the use of the Property as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser’s intended use of the Property, in its sole determination; and

(vi) All easements and agreements of record for utilities, provided such exceptions do not materially prohibit or impair the use of the Property as it is being operated on the Effective Date of this Agreement or materially prohibit or impair the Purchaser’s intended use of the Property, in its sole determination, impose any financial obligation on Purchaser, or render title unmarketable.

4.2 Seller to provide Buyer with an ALTA survey of the Property (“Survey”) at Seller’s sole expense, not later than fourteen (14) days after the Effective Date. The Parties agree to share the cost of the Survey equally.

4.3 Within fourteen (14) days after the Buyer receives the Title Commitment and the Survey, the Buyer shall inform the Seller of all Permitted Exceptions. If the Title Commitment or the Survey disclose exceptions reasonably objectionable to the Buyer (“**Title Defects**”), the Seller

shall have seven (7) days (“**Cure Period**”) from the date of delivery thereof to do either of the following: (1) have the exceptions removed from the Title Commitment, correct such Survey defects, or to have the Title Company commit to insure against loss or damage that may be occasioned by such exceptions or survey defects; or (2) notify the Buyer of those exceptions the Seller will not cure. If the Seller notifies the Buyer of exceptions or defects it will not insure, the Buyer shall have seven (7) days after receipt of said notice to do either of the following: (1) terminate this Agreement and the Earnest Money shall be returned to the Buyer; or (2) proceed with this Agreement with the uncured exceptions being treated as Permitted Exceptions.

## **ARTICLE 5**

### **CONDITIONS PRECEDENT TO CLOSING**

5.1 The Buyer’s obligation to consummate this Agreement is subject to satisfaction of all of the following conditions:

- (a) On the Closing Date, the Seller is not in default under this Agreement.
- (b) On the Closing Date, the Title Company will be in a position to issue the Title Policy to the Buyer as specified in this Agreement, and the title is not otherwise unmarketable.
- (c) The Buyer has not terminated this Agreement on or before the expiration of the Due Diligence Period.
- (d) Approval of this Agreement by the Board of Trustees of Rock Valley College.

5.2 The Buyer may waive, in writing, any condition contained in this Article 5, in whole or in part, and proceed to Closing. Should one or any of the conditions precedent identified in Section 5.1 not be satisfied or not have occurred, Buyer may terminate this Agreement without any penalty.

## **ARTICLE 6**

### **CLOSING**

6.1 Provided all conditions precedent set forth in Article 5 have been satisfied or waived, the consummation of the transaction contemplated hereunder (“**Closing**”) will take place in escrow at Title Company, or such other location as is mutually agreeable to the Parties on a mutually agreeable date, and if no mutually agreeable date, then thirty (30) days subsequent to the expiration of the Due Diligence Period, and no later than July 9, 2023 (“**Closing Date**”).

**ARTICLE 7**  
**REPRESENTATIONS, WARRANTIES, AND COVENANTS**

7.1 The Seller represents, warrants, covenants and agrees that from and after the Effective Date and consistent with the time frames set forth in this Agreement hereof:

(a) The Seller will refrain from transferring any of the Property or creating on the Property any easements, liens, mortgages, encumbrances, or other interests.

(b) The Seller will continue to meet the Seller's contractual obligations with respect to the Property and keep in full force and effect the existing liability, fire and extended coverage insurance for the Property.

(c) The Seller has not received any notice of any building, zoning, fire, health code or other violations of applicable laws or regulations related to the Property that have not been cured, or any notice pertaining to the presence of hazardous materials as defined by federal or state law, or any notice that the Property does not comply with all applicable building, zoning, fire, health code or other applicable laws or regulations. Should any violations or notices become known to the Seller prior to Closing, said violations and notices shall be disclosed to the Buyer. If Seller cannot or will not cure any violations prior to closing, Buyer may terminate this Agreement and receive full refund of the Earnest Money.

(d) There is no litigation pending or, to the Seller's actual knowledge, threatened against the Seller that would materially affect its ability to convey the Property to the Buyer pursuant to the terms herein.

(e) There presently are not pending, and the Seller has received no written notice of, any special assessments of any nature with respect to the Property.

(f) The Seller has not received any written notice of any pending or threatened request, applications or proceedings to alter or restrict the zoning or other use restrictions or any taking, condemnation or eminent domain proceedings applicable to the Property.

(g) The Seller has delivered to the Buyer true, correct and complete copies of all contracts pertaining to the Property, and, to the Seller's actual knowledge, there are no defaults under the contracts and all contracts will be terminated on or before Closing, unless otherwise accepted, in writing, by the Buyer at or prior to Closing.

(h) The Seller is not a party to or bound by the terms of any contract, agreement or commitment to see, convey, assign, transfer, provide rights of first refusal, option to purchase or other similar rights or otherwise dispose of any portion or portions of the Property.

(i) The Seller is not a party to or bound by the terms of any lease, tenancy, or other contract with any party that has not been disclosed to the Buyer by Seller.

(j) This Agreement has been duly authorized and executed on behalf of the Seller and constitutes a valid and binding agreement, enforceable in accordance with its terms. The Seller has the full right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Seller under this Agreement.

(k) The Seller shall provide a written certification to the Buyer at Closing reasserting these representations.

## **ARTICLE 8** **DEFAULTS**

8.1 In the event the Buyer defaults hereunder and such default is not cured within fourteen (14) days following the date of the Seller's written notice to the Buyer, the Seller, as its sole and exclusive remedy hereunder, will have the right to terminate this Agreement by further written notice thereof to the Buyer and receive the Earnest Money as and for full and final liquidated damages for such breach and, thereafter, this Agreement will be deemed terminated and be null and void. The Seller and the Buyer agree that the Seller's damages are otherwise difficult to calculate, and the Earnest Money reflects their best estimate of the actual costs that will be incurred by the Seller in the event of a default by the Buyer.

8.2 In the event the Seller defaults hereunder and such default is not cured within fourteen (14) days following the date of the Buyer's written notice to the Seller, the Buyer may terminate its obligations under this Agreement by further written notice thereof to the Seller and obtain a return of the Earnest Money or file a suit in law or equity as its remedies by reason of such default.

## **ARTICLE 9** **CLOSING DOCUMENTS**

9.1 At the Closing, the Seller will execute and/or deliver to the Buyer and, where applicable, the Title Company, the following:

- (a) Special Warranty Deed ("**Deed**") conveying the Property to the Buyer in fee simple, subject only to the Permitted Exceptions.
- (b) Affidavit of Title dated as of the Closing Date.
- (c) ALTA extended coverage statement with respect to the Property.
- (d) GAP undertaking.

- (e) Bill of Sale transferring to the Buyer the personal property.
- (f) State, County and Municipal real estate transfer tax declarations.
- (g) Affidavit sworn by an officer of the Seller to the effect that the Seller is not a “foreign person” as that term is defined in Section 1445(1)(3) of the Internal Revenue of 1986, as amended, which affidavit shall be in such form as may be prescribed by federal regulations.
- (h) Certification referenced in Section 7.1.
- (i) Extended Title Policy and ALTA Survey.
- (j) Such other and further documents requested by the Buyer and the Title Company within a reasonable time before or after Closing, as may be necessary in order to complete any and all conveyances, transfers, sales and assignments contemplated herein.

9.2 At the Closing, the Buyer will deliver to the Seller:

- (a) The balance of the Purchase Price in accordance with Paragraph 2.1 hereof.
- (b) Documents evidencing the Buyer’s authority to consummate the transaction herein described.
- (c) ALTA extended coverage statement with respect to the Property.
- (d) GAP undertaking.
- (e) State, County and Municipal real estate transfer tax declarations.
- (f) Certification referenced in 7.2 above.
- (g) Such other and further documents requested by the Seller and the Title Company within a reasonable time before or after Closing, as may be necessary in order to complete any and all conveyances, transfers, sales and assignments contemplated herein.

**ARTICLE 10**  
**CLOSING ADJUSTMENTS; CLOSING COSTS**

Except as otherwise set forth hereinafter, if this Agreement is consummated, the following items will be paid, prorated, or adjusted as of the Closing Date (“Proration Date”) in the manner hereinafter set forth:

10.1 All real estate taxes due and owing as of the Proration Date, and all penalties and interest thereon, will be paid in full by the Seller.

10.2 Current real estate taxes will be prorated as of the Proration Date based on 105 % of the most recent ascertainable full tax year bill.

10.3 Utility meters will be read on or immediately prior to the Closing Date, if possible, and the amounts due as disclosed by such readings will be paid by the Seller.

10.4 The Seller will pay the cost of the Title Policy and Extended Coverage, one-half (1/2) of the Closing fee, one-half (1/2) of the escrow fee, and the Seller’s portion of the state and county transfer taxes, and all release fees. The Buyer will pay the costs of any endorsements required by the Buyer or its lender, one-half (1/2) of the Closing fee, one-half (1/2) of the escrow fee, the Buyer’s portion of the state and county transfer taxes, all recording fees to record the deed (other than fees related to the release of the Seller’s mortgage). The Seller and the Buyer will each pay their respective legal fees and expenses and the cost of performance of each of its respective obligations hereunder (except if specifically provided to the contrary herein).

10.5 “**As is, Where is**” Seller is selling and Buyer is purchasing the Property in its “existing condition” without representation or warranties of any kind. Buyer acknowledges for Buyer and Buyer’s successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer’s choosing at Buyer’s expense, and that in purchasing that Property Buyer is not relying on Seller or Seller’s agents as to the condition of soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or in compliance with any city, county, state, and/or federal statutes, codes, or ordinances.

**ARTICLE 11**  
**FIRE DAMAGE; CONDEMNATION**

11.1 The Seller shall bear all risk of loss with respect to the Property up to the earlier of the dates upon which title is transferred to the Buyer in accordance with this Agreement. The Seller shall promptly notify the Buyer in writing of any such fire or other casualty, and the Seller’s determination of the cost to repair the damage caused thereby, and the amount of all insurance proceeds paid or payable to the Seller on account of such fire or casualty, if known by the Seller. In the event of damage to the Property by fire or other casualty prior to Closing, then this Agreement may be terminated at the option of the Buyer, which option shall be exercised, if at all,

by the Buyer's written notice thereof to the Seller within ten (10) business days after the Buyer receives written notice of such fire or other casualty and the Seller's determination of the amount of such damages (and the Closing shall be delayed, if necessary, until the Buyer makes such election). Upon the exercise of such option by the Buyer, this Agreement shall become null and void, the Earnest Money, if any is remaining in the Escrow, shall be returned to the Buyer, and neither Party shall have any further liability or obligations hereunder. If the Buyer does not so elect to terminate, then the Buyer shall not have the right to terminate this Agreement, and the Seller shall assign and transfer to the Buyer on the Closing Date all of the Seller's right, title and interest in and to all insurance proceeds paid or payable to the Seller on account of such fire or casualty.

11.2 If, between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Property, the Buyer may do either of the following:

- (a) Terminate this agreement by written notice to the Seller and receive a return of the Earnest Money; or
- (b) Proceed with the Closing, in which event the Seller shall, at the Closing, assign to the Buyer all of the Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

The Seller shall immediately notify the Buyer in writing of any commencement or occurrence of any condemnation or eminent domain proceedings. The Buyer shall then notify the Seller within ten (10) business days after the Buyer's receipt of the Seller's notice whether the Buyer elects to exercise its rights under subparagraph (a) or subparagraph (b) of this Section 11.2 (and the Closing shall be delayed, if necessary, until the Buyer makes such election). If the Buyer fails to make an election within such timeframe, the Buyer shall be deemed to have elected to exercise its rights under subparagraph (a), and this Agreement shall become null and void, the Earnest Money shall be returned to the Buyer, and neither Party shall have any further liability or obligations hereunder except for the survival of certain indemnities as expressly set forth herein.

## **ARTICLE 12** **BROKER**

12.1 The Parties each represent and warrant to the other that there are no real estate brokers, salesman or finders involved in this transaction who would be entitled to a fee or commission. If a claim for brokerage in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the parties hereto, Indemnitor (the party hereto to whom a claim for brokerage commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of such party) shall indemnify, defend and hold harmless Indemnitee (the party being indemnified), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever, including reasonable attorneys' fees and court costs through all trial and all appellate levels with respect to said claim



for brokerage. The provisions of this section shall survive the Closing and any cancellation or earlier termination of this Agreement and not be subject to any time limitation imposed by this Agreement.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 All notices to be given hereunder will be personally delivered or sent by facsimile transmission, express courier or overnight mail, or via email communication to the Parties' respective attorneys at the following addresses (or to such other or further addresses as the Parties may hereafter designate by like notice similarly sent) without the need to send it to the Buyer or the Seller:

To Buyer:

Dr. Howard J. Spearman  
President  
Rock Valley College  
3301 N. Mulford Road  
Rockford, IL 61114  
[h.spearman@rockvalleycollege.edu](mailto:h.spearman@rockvalleycollege.edu)

With a copy to:

Matthew J. Gardner, Esq,  
55 West Monroe, Suite 800  
Chicago, IL. 60603-5144  
Phone: (312) 332-7760  
Fax: (312) 332-7768  
Email: [mgardner@robbins-schwartz.com](mailto:mgardner@robbins-schwartz.com)

To Seller:

Amy J. Wilcox  
9562 Lawrenceville Road  
Garden Prairie, IL 61038

With a copy to:

Michael J. Schappert, Esq.  
800 N. Church St.  
Rockford, IL 61103  
Phone: (815) 962-7071  
Fax: (815) 962-7181

All notices personally delivered or sent by email transmission will be deemed effectively given on the date of such delivery or transmission (provided that any delivery or transmission that is received after 6:00 p.m. will be deemed given on the next business day). All notices sent by express courier or overnight mail will be deemed effectively given on the business day of delivery of such prepaid notice to the express courier or overnight mail provider.

13.2 This Agreement, and the Exhibits attached hereto, embody the entire agreement between the Parties in connection with this transaction and there are no oral or parole agreements, representations or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all of the Parties.

13.3 The paragraph headings, numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

13.4 Time is of the essence in this transaction. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance will be extended to the next business day. This Agreement will be governed by and interpreted in accordance with the laws of the state in which the Property are located.

13.5 The Seller and the Buyer, at the Closing, or at any time or from time to time thereafter, upon request of either Party, will execute or provide such additional instruments, documents or certificates as either Party deems reasonably necessary in order to convey, assign and transfer the Property to the Buyer hereunder.

13.6 A waiver by either Party of any default by the other Party shall not be deemed to be a continuing waiver or waiver of any other default or of any other provision of this Agreement, but shall apply solely to the instance in which the waiver is directed.

13.7 The Parties hereto and the individuals executing this document on their behalf, covenant that the signatories to this Agreement are duly authorized and empowered to so execute and bind their respective entity. The Parties hereby agree to be bound and to comply with all of the foregoing terms and conditions, but acknowledge and agree that this Agreement shall not be binding upon Buyer unless and until approved by the Board of Trustees of Rock Valley College.

13.8 This Agreement may be executed in one or more counterparts, each of which will constitute an original and which, when taken together, will constitute one entire agreement each of which shall be deemed to be merged into one original document effective immediately upon execution by the last party to sign this Agreement. The Parties further agree that the receipt of facsimiled reproductions and emails of this Agreement bearing the signature of the parties shall be sufficient to constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**SELLER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_


**BUYER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

of which shall be deemed to be merged into one original document effective immediately upon execution by the last party to sign this Agreement. The Parties further agree that the receipt of facsimiled reproductions and emails of this Agreement bearing the signature of the parties shall be sufficient to constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**SELLER:**

By:   
Name: Amy J. Wilcox  
Its: \_\_\_\_\_  
Date: 4-14-2023

**BUYER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
Legal Description of Premises

[Legal shall be updated prior to Closing by Seller upon obtaining the title commitment]

Property Index Number 05-23-303-001 and 05-23-303-002

# ROCK VALLEY COLLEGE DISTRICT #511

## Board of Trustees Bylaws (Attached)

The Rock Valley College Board Policy Manual was approved April 8, 2014 and is updated as needed.

The complete Board Policy Manual is available on the Rock Valley College website under "About" drop down menu and then under "Board of Trustees."

<https://www.rockvalleycollege.edu/Community/BOT/index.cfm>

Reapproved April 25, 2023



## **INTRODUCTION**

**Rock Valley College Vision and Mission Statement**

**Rock Valley College Core Values**

## **ARTICLE 1: BOARD OF TRUSTEES BYLAWS**

### **1:10.010 Board Governance**

- Section 1 Purpose of the Board
- Section 2 The College Governing Board
- Section 3 Authority for Operations
- Section 4 Authority and Responsibility of Members
- Section 5 Code of Conduct
- Section 6 Code of Ethics
- Section 7 Conflicts of Interest

### **1:10.020 Membership of the Board**

- Section 1 Number and Selection
- Section 2 Election
- Section 3 Qualifications of Members
- Section 4 Student Trustee
- Section 5 Vacancies

### **1:10.030 Officers**

- Section 1 Number, Election, Eligibility, and Term
- Section 2 Chairperson
- Section 3 Vice Chairperson
- Section 4 Secretary
- Section 5 Treasurer
- Section 6 Removal

### **1:10.040 Meetings of the Board**

- Section 1 Proclaiming Election Winners
- Section 2 Reorganization Meeting
- Section 3 Regular Meetings
- Section 4 Agenda for Regular Meetings
- Section 5 Special Meetings
- Section 6 Emergency Meetings



- Section 7 Adjourned Meetings
- Section 8 Waiver of Notice of Meetings
- Section 9 Closed Session and Closed Meetings
- Section 10 Recording of Closed Meetings
- Section 11 Budget Hearing
- Section 12 Special Hearings
- Section 13 Quorum and Voting
- Section 14 Open to the Public
- Section 15 Workshops/Board Retreats
- Section 16 Board Member Use of Electronic Means of Communication
- Section 17 Rules of Procedure
- Section 18 Recognition of Visitors
- Section 19 Minutes

**1:10.050 Committees**

- Section 1 Special Committees
- Section 2 Standing Committees

**1:10.060 Contracts and Finances**

- Section 1 Contracts
- Section 2 Finances
- Section 3 Checks and Depository

**1:10.070 Board Policies**

- Section 1 Policies of the Board
- Section 2 Intent of Policies
- Section 3 Suspension

**1:10.080 Amendments and Adoption of Board Policies**

**1:10.090 The Board and the President**

- Section 1 President
- Section 2 Acting President
- Section 3 Communication with the Board
- Section 4 Emergency Action

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- 5.10.090 Capital Assets and Depreciation
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Rock Valley College Foundation
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- 5.10.140 Diverse Vendor Enterprise Use
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- 5.10.160 Operating Fund Balance
- 5.10.170 Bond Disclosure Compliance

ROCK VALLEY COLLEGE  
**BOARD POLICY**

**ROCK VALLEY COLLEGE VISION AND MISSION STATEMENT**

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**Vision Statement**

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

**Mission Statement**

Rock Valley College empowers students and community through lifelong learning.

Adopted: July 28, 2015

ROCK VALLEY COLLEGE  
**BOARD POLICY**

**ROCK VALLEY COLLEGE CORE VALUES**

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Learner-Centered Community

Rock Valley College is dedicated to providing affordable lifelong learning opportunities that foster student success.

Mutual Respect

At all times, Rock Valley College upholds the dignity of each individual by being ethical, respectful, fair, and courteous in communications and actions.

Excellence

Rock Valley College maintains high expectations for teaching and learning and holds itself accountable for promoting continuous improvement.

Diversity

Rock Valley College promotes, celebrates, and embraces differences, including cultural and ethnic diversity and diversity of thought.

Collaboration

Rock Valley College fosters innovative, enriching partnerships within the college community and among others that serve the region.

Innovation

Rock Valley College is a forward thinking institution that explores creative approaches for the future.

Public Trust

Rock Valley College honors and upholds its commitment to the community through integrity of actions and efficient use of resources.

Adopted: July 28, 2015



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- Section 2 Acting President
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## **BOARD GOVERNANCE**

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### **Section 1. Purpose of the Board**

The purpose of the Board of Trustees is to represent the public in determining what programs and services the College will offer, to whom, at what cost, with what priority, and to evaluate the performance of the organization.

Fundamental to the success of the College is the commitment of each Trustee to carry out his<sup>1</sup>/her responsibilities as an elected official charged with providing District residents a quality, fully accredited, comprehensive community college.

### **Section 2. The College Governing Board**

The Board of Trustees of Community College District No. 511 has the legal authority and responsibility to govern the College in accordance with the *Illinois Public Community College Act*, 110 ILCS 805/1. The Board will appoint a President to organize and manage the institution within Board policy.

The Board of Trustees will encourage the President to seek the input of employees and the community in the development and updating of the College's Strategic Long Range Plan. Such Plan will be approved annually by the Board of Trustees.

### **Section 3. Authority for Operations**

The Board of Trustees derives its authority to govern from Sections 3-31 through 3-43 of the *Illinois Public Community College Act*, 110 ILCS 805/3-31 to 3-43. The Board will exercise all powers set forth in Sections 3-31 through 3-43 and all additional powers not inconsistent with the *Illinois Public Community College Act*.

### **Section 4. Board Duties and Responsibilities**

The job of the Board of Trustees is to govern, not manage, the College.

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<sup>1</sup>The use of the masculine pronoun in this document is for convenience and ease of use only; the masculine pronoun includes the feminine pronoun as well.

**A. Duties of the Board:**

As the governing body of Community College District No. 511, the Board of Trustees is responsible for the development and adoption of Board policies and for making decisions related thereto. The Board's authority in this area is final, subject to applicable statutory and regulatory limitations. The President is responsible for developing appropriate administrative procedures to effectuate Board policies.

The Board will seek input from members of the College community in the development of said policies.

Additionally, the Board of Trustees will:

1. Hire and work with the President, who will be the chief administrative officer of the College and the executive officer in dealing with the Board. Annually establish goals and evaluate the President's performance.
2. Ensure efficient and effective development, operation and maintenance of the College.
3. Execute all duties and powers authorized by the *Illinois Public Community College Act*, 110 ILCS 805/1 et seq.
4. Direct the President to formulate and revise policies as necessary for Board consideration. The President will seek employee input as necessary and appropriate.
5. Annually review the financial performance of the College and cause an audit to be made.
6. Annually adopt the Financial Plan of the College.
7. Ensure the quality of education provided by the College.
8. Annually adopt a comprehensive Strategic Long Range Plan.
9. Annually review from the President a report on the Outcomes of the College.
10. Review matters recommended by the President and cause appropriate action to be taken.
11. Appoint legal counsel as needed.

**B. Responsibilities of the Board:**

1. Operate in all ways mindful of its civic Trusteeship obligation to the citizens of its College district.
2. Be the sole governing body of the College. In carrying out its governing responsibility, the Board, as a whole, will keep adequately informed about educational and other relevant issues, actively gathering and retaining necessary information to enhance the decision-making process.
3. Focus on intended long term outcomes.
4. Use the expertise of individual members to enhance the ability of the Board as a body.
5. Ensure the continuity of its governance capability through retraining, redevelopment, and the orientation of new members.
6. Make decisions, to the extent possible, on a consensus basis.

**Section 5. Authority and Responsibility of Members**

Trustees have authority when acting as a part of the Board of Trustees in a legal session or proceeding of the Board. No individual member of the Board of Trustees has the power to speak or act in the name of the Board unless authorized to do so by the Board of Trustees. Trustees will maintain confidentiality of privileged and confidential information including all information discussed in closed session meetings and other communications, such as attorney-client privilege communications. Trustees will strive to demonstrate personal integrity and ethical behavior in word and action.

**Section 6. Code of Ethics**

The Board of Trustees will conduct themselves in accordance with the State Officials and *Employees Ethics Act* (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees.

A. Prohibited Political Activities:

1. No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of Rock Valley College in connection with any prohibited political activity.
2. At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).
3. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
4. Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Code of Ethics.
5. No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

B. Gift Ban:

Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or Policy. No prohibited source shall intentionally offer or make a gift that violates this Section.

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Exceptions. Section 1:10.010(B) is not applicable to the following:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any (i) contribution that is lawfully made under the Election Code, or (ii) activities associated with a fundraising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

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8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100. Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

C. Definitions:

For purposes of this Code of Ethics, the following terms shall be given these definitions:

1. "Board" means the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle and Stephenson Counties, Illinois.



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2. "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.
3. "Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the *Election Code*, 10 ILCS 5/1-3.
4. "Collective bargaining" has the same meaning as that term is defined in Section 3 of the *Illinois Public Labor Relations Act*, 5 ILCS 315/3.
5. "Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Policy, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.
6. "Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.
7. "Contribution" has the same meaning as that term is defined in section 9-1.4 of the *Election Code* 10 ILCS 5/9-1.4.
8. "Employee" means a person employed by Rock Valley College, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

9. "Employer" means Community College District 511.
10. "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.
11. "Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.
12. "Officer" means a person who holds, by election or appointment, an office created by statute or law, regardless of whether the officer is compensated for service in his or her official capacity. The term "officer" includes all members of the Board of Trustees.
13. "Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.
14. "Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the *Election Code*, 10 ILCS 5/9-3, but only with regard to those activities that require filing with the State Board of Elections or a county clerk.
15. "Prohibited political activity" means:
  - (a) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
  - (b) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
  - (c) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution

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- (d) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (e) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (f) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (g) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- (h) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (i) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (j) Preparing or reviewing responses to candidate questionnaires.
- (k) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (l) Campaigning for any elective office or for or against any referendum question.
- (m) Managing or working on a campaign for elective office or for or against any referendum question.
- (n) Serving as a delegate, alternate, or proxy to a political party convention.

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- (o) Participating in any recount or challenge to the outcome of any election.

16. "Prohibited source" means any person or entity who:

- (a) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
- (b) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
- (c) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (d) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

D. Construction:

This Ordinance shall be construed in a manner consistent with the provisions of the State Officials and Employees Ethics Act (codified at 5 ILCS 430/1-1 et. seq.). This Ordinance is intended to impose the same but not greater restrictions than the Act.

E. Penalties:

1. A person who intentionally violates any provision of Section 6(a) of this Code of Ethics may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.
2. A person who intentionally violates any provision of Section 6(b) of this Code of Ethics is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

Any person who intentionally makes a false report alleging a violation of any provision of this Code of Ethics to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

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3. A violation of Section 6(a) of this Code of Ethics shall be prosecuted as a criminal offense by an attorney for Rock Valley College by filing in the circuit court any information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt. A violation of Section 6(b) of this Policy may be prosecuted as a quasi-criminal offense by an attorney for Rock Valley College, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.
4. In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Section 6, Code of Ethics, is subject to discipline or discharge.

### **Section 7. Conflicts of Interest**

All Trustees shall conduct themselves and College business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

A conflict of interest arises whenever the Trustee has the opportunity to influence College operations or business decisions in ways that could result in a personal financial or political benefits to the employee or a member of a Trustee's immediate family. Personal financial benefits include, but are not limited to, direct financial payments, deferred compensation, gifts, or in-kind donations to the Trustee or immediate family member. Personal political benefits include, but are not limited to, contributions, donations, direct financial payments, loans, gifts, or in-kind donations to political campaigns or political action committees that support the Trustee.

Trustees shall voluntarily disclose any real or potential conflict of interest, and/or shall abstain from voting on any conflict of interest. Each Trustee will observe and adhere to the College's Code of Ethics Policy. No later than July 1st of each year, each Trustee shall provide a copy of the Statement of Economic Interest that is required to be filed annually with Winnebago County pursuant to the Illinois Governmental Ethics Act (5 ILCS 420/4A-102) to the College's Department of Human Resources.

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Violation of this policy or failure to disclose or properly identify a conflict of interest may subject the Trustee to the penalties set forth in the Public Officer Prohibited Activities Act (50 ILCS 105/0.01, et seq.), the State Officials and Employees Ethics Act (5 ILCS 430/1-1, et seq.), and/or a public censure by the Board of Trustees. Such public censure shall be made in a Board resolution which shall state the nature of the violation.

Reference: AR 307, Board Report #7573, #7620  
Adopted: July 23, 2013  
Revised: December 11, 2018, June 25, 2019

## **MEMBERSHIP OF THE BOARD**

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### **Section 1. Number and Selection**

The Board of Trustees is comprised of seven (7) qualified voting members elected at-large by the District electorate and one (1) non-voting member elected by the student body in accordance with Section 3-7 of the *Illinois Public Community College Act*, 110 ILCS 805/3-7, the *Illinois Election Code* 10 ILCS 5/1-1 et seq., and other applicable statutes.

### **Section 2. Election**

Board Trustee elections are conducted biannually in accordance with Sections 3-7 through 3-7.13 (as amended) of the *Illinois Public Community College Act*. Voting Trustees are elected for staggered terms of six (6) years.

### **Section 3. Qualifications of Members**

Each voting Trustee shall, on the date of their election, be citizens of the United States, 18 years of age or older, residents of Illinois and District 511 for at least one year immediately preceding the election.

### **Section 4. Student Trustee**

The Board of Trustees will have one (1) non-voting member who is a student enrolled in the College as provided by Section 3-7.24 of the *Illinois Public Community College Act*, 110 ILCS 805/3-7.24.

The student Trustee will be elected by the student body to a one-year term beginning on the date of the next regular meeting after the organizational meeting. The student assumes all the rights and responsibilities of a district-elected Board member with the exception of non-voting status. The student Trustee has the right to make and second motions, to attend all sessions of the Board, receive all materials district-elected Board members do, and has an advisory vote.

**Section 5. Vacancies**

Vacancies on the Board of Trustees shall be filled by the Board through appointment in accordance with Section 3-7 (f) of the *Illinois Public Community College Act*, 110 ILCS 805/3-7 (f). A vacancy arising because of resignation shall be deemed to have occurred whenever written notice of the resignation is received by the Board Secretary or when notice is given in a Board meeting. All Trustees shall be involved in the selection process for filling any vacancy.

The vacancy shall be filled by the remaining Board members in the following manner:

- The person appointed to fill the vacancy must be 18 years of age and a resident of Community College District 511 for at least one year;
- The person appointed shall serve until a successor is elected and certified in accordance with the Election Code;
- If the vacancy occurs with less than four months remaining before the next scheduled consolidated election and the vacant seat is not scheduled to expire at that election, then the term of the appointee shall extend through that election until the succeeding consolidated election;
- If the term of the vacant position is scheduled to expire at the upcoming consolidated election, the appointed person shall serve only until a successor is election and certified; and
- The Board must appoint a person to fill the vacancy within 60 days after the vacancy occurs. If the Board fails to fill the vacancy within 60 days after the vacancy occurs, then the chair of the Illinois Community College Board shall fill that vacancy and the person shall serve until a successor is elected and certified.

Adopted: July 23, 2013



**OFFICERS**

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**Section 1. Number, Election, Eligibility, and Term.**

The officers of the Board of Trustees shall be the Chairperson, Vice Chairperson, Secretary, and Treasurer and any assistant to the above officers deemed necessary by the Board. The officers shall be elected or appointed by the Board of Trustees at the Reorganization Meeting. Vacancies in said offices may be filled at any meeting of the Board. The term of all officers shall be one (1) year or until their successors are elected, unless, by Board action, the term is extended to two years, in accordance with the statute.

**Section 2. Chairperson**

The Chairperson ("Chair") shall preside at all Board meetings and, whenever possible, represent the Board of Trustees at all official College or community functions.

The role of the Chair is, primarily, to uphold the integrity of the Board's process and, secondarily, to represent the Board to outside parties.

The Chair of the Board of Trustees will:

- A. Preside at all Board meetings in an efficient and effective manner, using Robert's Rules of Order, and shall set the tone for each meeting through positive leadership;
- B. Ensure that other Board members are informed of current and pending Board issues and processes;
- C. Make all Board standing committee appointments with the advice and consent of the Board;
- D. Attempt to arrive at a consensus by the members on Board decisions;
- E. Appoint and dissolve special ad hoc committees;
- F. Call special meetings, as required;
- G. Direct the preparation of the meeting agenda;

- H. Serve as an ex-officio member of all Board committees;
- I. Represent the interests of the Board on a day-to-day basis;
- J. Perform such other duties as prescribed by Board policy, law or by Board action; and
- K. Act or designate another person to act, as spokesperson for the Board in communication to the public. The Chair or designated spokesperson will notify all individual Trustees as promptly as possible of his/her actions as the Board's representative.

**Section 3. Vice Chairperson**

In the absence of the Chairperson, or in the event of his inability or refusal to act, the Vice Chairperson shall perform the duties of and shall have the same powers of the said Chairperson. The Vice-Chairperson shall serve until the duly elected Chairperson assumes or resumes his or her duties.

The Vice Chairperson shall perform such other duties as may be assigned to him by the Chairperson and the Board of Trustees.

**Section 4. Secretary**

The Board of Trustees shall elect a Secretary to serve at the discretion of the Board. The Secretary shall certify a true copy of each official Board policy and the Board minutes.

The Secretary shall certify at the Reorganization Meeting of the Board, and on request at any other time, that a complete and accurate set of all Board minutes and policies are kept in compliance with State Statutes. The Secretary (or his/her designee) shall be the keeper of all books, records, and the Seal of the Board of Trustees and shall perform all duties assigned to him or her by the Chairperson and the Board of Trustees which includes attendance at all Board and committee meetings. If the Secretary is absent from a meeting, the Board of Trustees shall appoint a Board member as Secretary Pro Tempore.

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Board minutes so certified shall be prepared by the Recording Secretary who shall be selected by the President and who shall be required to attend the meetings of the Board. Minutes shall be kept in an official record book specifically for that purpose and shall be kept on file in the Administration Center of the main campus as the official record of Board activity and shall be open to public inspection.

The duties of the Secretary of the Board shall be as follows:

- A. Attend all meetings of the Board and keep or cause to be kept by a competent recorder a full and accurate record of all votes and acts of the Board.
- B. Promptly furnish, or cause to be furnished, a copy of the minutes of each regular or special meeting of the Board to all members of the Board and to the President of the College.
- C. Record, or cause to be recorded, all calls for meetings of the Board, and notify all members of such meetings.
- D. Keep, or cause to be kept, a record in a separate book of the names of all members of the Board, the dates of their election, their length of term, the date of expiration of their terms of office, and a file of all reports made by committees of the Board.
- E. Keep, or cause to be kept, a current and complete record and text of the Policies of the Board and publish the same from time to time as directed by the Board.
- F. Furnish to the President of the College and to all members of the Board, immediately after change, amendments, or additions to the Policies of the Board, a complete, accurate, and official copy of the text thereof.

### **Section 5. Treasurer**

A Treasurer shall be appointed by the Board as provided by the *Illinois Community College Act*, 110 ILCS 805/3-18. Before duties begin, the Treasurer shall execute a bond in the manner and form provided for in the *Illinois Community College Act*, 110 ILCS 805/3-19. It shall be the duty of the Treasurer to:

- A. Perform all duties which the State of Illinois requires of the Treasurer.

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- B. Keep an accurate record of all functions and transactions appropriate for the office.
- C. Furnish the Board with such reports as may be required.
- D. Invest funds in accordance with prescribed policy.

**Section 6. Removal**

Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board whenever, in its judgment, the best interests of the College would be served thereby, but such removal shall be without prejudice to other rights and duties of the office or agent.

Adopted: July 23, 2013

**MEETINGS OF THE BOARD**

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**Section 1. Proclaiming Election Winners**

At the first meeting following the election of Board Members held on the date required under the Consolidated Election Laws of the State of Illinois and not later than twenty-one (21) days thereafter, the Board shall meet for the purpose of proclaiming the winners of the election.

**Section 2. Reorganization Meeting**

The Reorganization Meeting shall be held annually. The reorganization in election years shall be held on or before the twenty-eighth (28th) day after the election. At all Organizational Meetings, the Chairperson of the Board, or, in his or her absence, the President of the Community College or the acting Chief Executive Officer of the College, shall convene the new Board, and conduct the election for Chairperson, Vice Chairperson, and Secretary. The reorganization meetings for non-election years shall be held at the regular meeting of the Board for the month of April.

The order of business shall be:

- A. Call to Order by Chairperson of Retiring Board;
- B. Roll Call by Secretary;
- C. Certification of Audit and Board Minutes and Policies by Secretary;
- D. Adjournment of Retiring Board, sine die;
- E. Convening of new Board by ranking hold-over officer from retiring Board who shall serve as temporary Chairperson;
- F. Seating of new members (Election Year);
- G. Election of Chairperson of Board;
- H. Election of Vice Chairperson;
- I. Election of Secretary;

- J. Appointment of Treasurer;
- K. Appointment of Attorney;
- L. Adoption of Policies of the Board;
- M. Appointment of Bank Depository(s);
- N. Appointment of Auditor(s);
- O. Appointment of Representatives to Standing Committees;
- P. Setting the Schedule of Regular Meetings for the Next Calendar Year.

**Section 3. Regular Meetings**

Regular business meetings of the Board shall be held on the fourth Tuesday of every month and shall be open to the public. Additional strategic meetings may be held as needed and shall be open to the public.

A schedule of the regular meetings shall be posted at the beginning of each calendar year and shall state the regular dates, times and places of such meetings. An agenda for each regular meeting shall be posted at the entrance of the principal administration office, on the College's website and at the location where the actual meeting is to be held on the Friday prior to each regular meeting. The agenda shall remain posted on the College's website until the regular meeting is concluded. The place of said meeting shall be the regular meeting place of the Board or any properly designated place within Community College District 511.

The Board will provide notice of its regular meetings to any news media that has filed an annual request for such notice.

**Section 4. Agenda for Regular Meetings**

The order of business set forth on the agenda may vary, as needed from meeting to meeting, but shall generally contain one or more of the following items of regular business and/or matters relevant to the exercise of the powers of duties of the Board of Trustees. In the event there is a public hearing, the public hearing will be held after the Study Session and generally before the General Session. The agenda for Regular Meetings shall be as follows:

- I. Study Session
  - A. Call to Order
  - B. Roll Call
- II. General Session
  - A. Minutes
  - B. Recognition of Registered Visitors
  - C. Presentations
  - D. Board Committee Reports
  - E. Reports
    - 1. Vital Signs
    - 2. President
    - 3. Attorney
    - 4. ICCTA
    - 5. Student Trustee
    - 6. Other
  - H. New Business
  - I. Unfinished Business
  - J. Trustee Comments
  - K. President's Comments
  - L. Closed Session
  - M. Adjourn

The agenda shall set forth the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting.

**Section 5. Special Meetings**

A Special Meeting of the Board may be called by the Chairperson or by any three (3) members of the Board by giving notice thereof in writing stating the time, place, and purpose of the meeting. Except in the event of a bona fide emergency, such notice shall be given at least forty-eight hours before such meeting. The notice will include the agenda for the special meeting. The Board will provide notice of its special meetings to any news media that has filed an annual request for such notice.

**Section 6. Emergency Meetings**

Notice of an Emergency Meeting shall be given as soon as practicable, but in any event prior to the holding of such meeting, to any news medium which has filed an annual request for notice.

**Section 7. Adjourned Meetings**

A Regular Meeting may be adjourned to a future date as the Board may determine.

**Section 8. Waiver of Notice of Meetings**

Notice of any meeting may be waived by a Board member. The attendance of a Board member at any meeting shall constitute a waiver of such notice for that meeting, except when the member attends the meeting for the express purpose of objecting to the transaction of any Board business because the meeting is not lawfully called or convened.

**Section 9. Closed Sessions and Closed Meetings**

Closed Sessions and Closed Meetings may be held in accordance with the *Illinois Open Meetings Act*, 5 ILCS 120/1 et seq., as amended, modified or construed, and pursuant to adopted College policies.

At any meeting for which proper notice has been given, the Board may close all or part of the meeting by a majority vote of a quorum present for any of the reasons listed below or otherwise permitted by the *Illinois Open Meetings Act*. The specific authorized reason must be stated in the motion, recorded in the minutes, and approved by a roll call vote.



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A single vote may be taken with respect to a series of meetings, a portion or portions of which are proposed to be closed to the public, provided that each meeting in such series involves the same particular matters and is scheduled to be held within three months of the vote.

The following subjects may be discussed in closed sessions:

1. Collective bargaining matters;
2. Information regarding the appointment, employment, compensation, discipline, performance, or dismissal of an employee including testimony on a complaint lodged against an employee;
3. Appointment of a member to fill a vacancy on the Board;
4. Acquisition, purchase or lease of real property, including meetings held for the purpose of discussing whether a particular parcel should be acquired;
5. The setting of a price for sale or lease of property owned;
6. The sale or purchase of securities, investments, or investment contract;
7. Campus security measures to respond to actual danger to the safety of employees, student, staff or public property;
8. Student disciplinary cases;
9. Litigation, when an action against, affecting or on behalf of the Board of Trustees has been filed and is pending before a court or other administrative tribunal, or when the Board of Trustees finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting;
10. The establishment of reserves or settlement of claims as provided in the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the Board of Trustees or any intergovernmental risk management association or self insurance pool of which the Board of Trustees is a member; and

11. The discussion of minutes of meetings lawfully closed under the *Illinois Open Meetings Act*, whether for purpose of approval by the Board of the minutes or semi-annual review of the minutes.

#### **Section 10. Recording of Closed Meetings**

A verbatim record shall be kept of all meetings of the Board of Trustees or any subsidiary "public body" (as defined by the *Illinois Open Meetings Act*, 5 ILCS 120 et seq. of the College which are closed to the public. The verbatim record shall be in the form of an audio or video recording. In addition, minutes shall be kept of all closed meetings in the manner required by the *Illinois Open Meetings Act*. Minutes of closed meetings shall be placed before the Board or the subsidiary body, as the case may be, for approval as to form and content as soon as practicable following the closed meeting. The Secretary of the Board, or his/her designee, shall maintain the verbatim recordings and minutes of all closed meetings of the Board and all subsidiary public bodies of the College. The President shall promulgate such procedures as may be necessary to maintain the confidentiality of such verbatim recordings and minutes. The verbatim record of closed meetings shall not be open for public inspection or subject to discovery, except as provided by law.

#### **Section 11. Budget Hearing**

A public hearing on the budget will be held each year prior to its adoption. Notice of the hearing will be published in the local newspapers in accordance with Section 103-20.1 of the *Illinois Public Community College Act* as amended, modified or construed.

#### **Section 12. Special Hearings**

Special hearings will be set by official Board action, and the date and place for the hearings will be published in the local newspapers.

#### **Section 13. Quorum and Voting**

A majority of the voting members of the Board of Trustees shall constitute a quorum for transaction of business at any meeting of said Board. If less than a majority of the duly qualified and acting voting Board members are present at said meeting, a majority of the members present may adjourn the meeting without further notice.

Unless otherwise provided herein and/or in the *Illinois Public Community College Act*, a majority of the votes of the members voting on a measure shall determine the outcome thereof, provided there is a quorum present. Voting ordinarily will be by voice except in matters requiring the expenditure of funds or the execution of contracts, when a roll call vote of the members shall be required. A roll call vote may also be used when requested by any member of the Board of Trustees.

For committee meetings, a majority of voting members of the committee shall constitute a quorum. If less than a majority of the duly qualified and acting committee members is present at the meeting, the Board Chair may act as an ex officio Board member to create a quorum at the committee meeting.

**Section 14. Open to the Public**

All meetings and hearings of the Board will be open to the public, except Closed Sessions and Closed Meetings as indicated in Section 9 above.

**Section 15. Workshops/Board Retreats**

The Board shall attend in-depth workshops or retreats organized for the purpose of assisting Board members to gain greater understanding of the College and issues affecting higher education. Workshops and/or retreats may be scheduled as deemed necessary or advisable. The news media will be given notice of the time and place of such meetings. Notice shall be posted at the entrance of the principal administration office and, when practicable, at the location where the actual meeting is to be held, not less than forty-eight (48) hours prior to the time of the meeting.

**Section 16. Board Member Use of Electronic Means of Communication**

Electronic means of communication (such as, without limitation, electronic mail, electronic chat, instant messaging, or other means of contemporaneous interactive communication) to, by, and between Board members in their capacity as Board members, shall not be used to conduct Board business in a manner that duplicates such contemporaneous interactive communication. Electronic communication use by Board members, in their capacity as Board members, shall be limited to:

- A. Disseminating information; and
- B. Messages or communications not involving deliberation, debate or decision-making among three or more Board members

Examples of permissible electronic communication are:

- A. Agenda item suggestions;
- B. Reminders regarding meeting times, date, and places;
- C. The dissemination of Board meeting agenda or public record Information concerning agenda items;

- D. Responses to questions posed by the community, administrators or College staff; and
- E. Questions or requests for information directed to administrators or College staff.

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

- A. If a quorum of Board members is physically present at a Board meeting, a majority of the Board may vote to allow a Board member who is not physically present to attend the meeting by other means if the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the College; or (iii) a family or other emergency. "Other means" is by video or audio conference.
- B. If a Board member wishes to attend a meeting by other means, the Board member must notify the Board Secretary of the College before the meeting unless advance notice is impractical.

**Section 17. Rules of Procedure**

In matters of procedure not governed by these Policies of the Board, or modified by the Board, Robert's Rules of Order, as revised, shall govern.

Board meetings shall be conducted according to current Robert's Rules of Parliamentary Procedure, except as modified by the Board. The ayes and nays shall be called and entered upon each vote. Voting ordinarily will be by voice except when formal resolutions are required or when funds are to be expended, in which case the vote shall be by call of the roll. A roll call vote may also be used when requested by any member of the Board. Whenever a committee makes a report to the Board and the committee chairperson or other person making the report on behalf of the chairperson moves to accept the report, this motion shall not require a second.

**Section 18. Recognition of Registered Visitors**

Visitors wishing to be heard at a Board meeting may be afforded time, subject to reasonable constraints, to comment or to ask questions of the Board and shall comply with the following guidelines:

- A. Individuals or groups who desire to speak to the Board shall submit a request on a designated card and turn in to the designated staff up to 10 minutes prior to the scheduled beginning of the meeting.

**1:10.040**

- B. Any request to speak to the Board shall include the name of individual(s), the organization represented (if any), the topic to be addressed, and whether they will speak for or against the issue.
- C. The public comment section of the agenda will be limited to a thirty (30) minute maximum, to be extended if necessary at the discretion of the Chairperson.
- D. Presentations by any one individual shall be limited to three (3) minutes.
- E. If more than one individual is to speak on a topic, each must speak consecutively. Each individual's presentation will be limited to three (3) minutes. The Chairperson shall have the option of halting presentations which repeat points already presented, or to limit the number of speakers addressing the same perspective (for or against) on a topic.
- F. The Board, at its option, may not comment on presentation to the Board.
- G. Informal opportunities to address the Board may be granted at the Chairperson's discretion.
- H. Ten copies of any document or other medium to be submitted to the Board are to be supplied for distribution to the President's Office at least three (3) days before a Board meeting.
- I. Visitor presentations and discussions related thereto may be closed or taken under advisement as the Board deems appropriate.
- J. Nothing contained herein shall be construed to limit the power of the Board to impose other reasonable constraints upon the ability of visitors to comment to or ask questions of the Board.

**Section 19. Minutes**

A record of all transactions of the Board will be set forth in the minute book of the Board, and all minute books will be kept by the Secretary of the Board as a permanent record of all Board actions and policy decisions in the College District. The approved minutes of all open sessions will be open to the inspection of the public at any time during normal business hours. Minutes of closed sessions will be kept in the same manner, but will remain closed until such time the items or topics of discussion are judged to be open under the requirements of the *Illinois Open Meetings Act*. All minutes will record the name of the person making a motion, the name of the person seconding the motion, and the vote. A member may request that the reason for his vote be

**1:10.040**

recorded in the minutes, such request to be made at the time of voting.

All closed session minutes shall be recorded verbatim (audio or video), according to the amendments to Section 2.06 (a-f) of the *Illinois Open Meetings Act*.

Adopted: July 23, 2013

Revised: June 24, 2014

**COMMITTEES**

**Section 1. Special Committees**

Special Committees may be created by the Chairperson of the Board or by Board action. The President of the College, with the approval of the Chairperson of the Board, may call meetings of the Board Committees and may (shall) attend all committee meetings, except when his or her employment or salary is under consideration. A Special Committee shall report recommendations to the Board for appropriate action and shall be dissolved when its report is complete and accepted by the Board.

**Section 2. Committee of the Whole**

The Board shall maintain a Committee of the Whole consisting of every Trustee. The Committee of the Whole will generally meet monthly to discuss College business in preparation for the Regular Board Meeting. Items discussed at the Committee of the Whole shall be according to the agenda for that specific meeting. The Committee of the Whole will not be used for the taking of Board actions.

**Section 3. Standing Committees**

The Board may appoint Standing Committees to provide the Trustees with additional oversight or heightened levels of awareness of key College matters. Standing Committees are comprised of Board members appointed by the Chair with the advice of the Board. College administrators may also be assigned to a Standing Committee as deemed appropriate by the Board of Trustees.

Standing Committees will not interfere with the wholeness of the Board's duties and responsibilities, nor with delegation from the Board to the President nor with President's authority.

References: Board Report 4377-1 through 4377-9 February 20, 1989  
Board Report 3257 September 22, 1980  
Attorney Resolution 307 July 23, 2013; Board Report 7430

Adopted: June 27, 2017

## **CONTRACTS AND FINANCES**

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### **Section 1. Contracts**

The Board of Trustees may authorize any officer or officers, agent or agents, by Resolution, to enter into any contract and execute and deliver any instrument on behalf of this Board. The President is expressly authorized to execute any contracts and grant documents approved by the Board.

### **Section 2. Finances**

No funds shall be borrowed without specific authorization by Resolution of the Board for contracting any indebtedness.

### **Section 3. Checks and Depository**

All checks, drafts, or orders for payment of wages, salaries, and/or other bills issued by this college district shall be signed by the properly designated officers in accordance with the Resolution filed with the depository. The depository of the funds of the Board of Trustees shall be designated by Resolution at the Reorganization Meeting.



## **BOARD POLICIES**

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### **Section 1. Policies of the Board**

The exercise of Board powers concerning the Board structure and direction regarding the internal operating organization of the College may be classified as Policies of the Board.

“Policy” shall hereinafter be defined as a basic assumption or principle established by the Board of Trustees as a guideline for discretionary action by the administration, faculty, and staff in conducting the affairs of the College to achieve the stated goals or objectives.

The policies adopted by the Board of Trustees have been written to be consistent with the provision of law, but do not encompass all laws relating to the District’s activities. All members of the academic community shall be expected to know and shall be held responsible for observing all provisions of these policies pertinent to their specific activities.

The operation of the College, whether or not any action is covered by the stated Policies of the Board, shall be subject to the policy of the Illinois Community College Board, local, state, and federal statutes and to the United States Constitution.

### **Section 2. Intent of the Policies**

Rules and procedures in support of the Policies of the Board are established by the administration, faculty, and staff members with the approval of the President in order to apply Board Policy to specific situations. Such rules and procedures shall be reduced to writing and shall subsequently be made a part of the College catalog, manuals and/or such handbooks as may be appropriate.

### **Section 3. Suspension**

Any policy may be temporarily suspended, on an emergency basis only, by a majority vote of the entire Board of Trustees, which vote will be taken by roll call and will be entered in the minutes of the meeting.

Reference: Board Report 6607 May 26, 2009  
Adopted: July 23, 2013

**AMENDMENTS AND ADOPTION OF BOARD POLICIES**

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The Policies of the Board may be amended by a majority vote of the entire Board at any meeting provided that Board members receive official notice of the proposed amendment at the Regular Board meeting prior to the meeting at which said amendment is adopted. Amendment to a policy will be made by the repeal of an existing policy and/or the enactment of a new or additional policy. Vote on the change will be taken by roll call and entered in the minutes of the meeting.

These Policies of the Board may be amended, altered, or repealed and new rules adopted at any meeting of the Board of Trustees by a unanimous vote of all voting Board members.

## **THE BOARD AND THE PRESIDENT**

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### **Section 1. President**

The President of the College shall be the chief administrative officer of the internal operating organization of the College and shall be appointed by the Board. In addition, to the extent allowed by the *Illinois Public Community College Act*, the President may represent Rock Valley College on official and ceremonial occasions.

The Board of Trustees expects:

- A. The President, or his designee, to attend and inform and advise, without vote, in all meetings of the Board of Trustees, except where his absence is expressly desired or when the Board is in Executive Session.
- B. The President, or his designee, to attend all committee meetings of the Board and act as the resource person to the several committees of the Board, unless expressly asked to leave to enable the committee to go into executive session.
- C. The President to be responsible for the overall operation of the College by initiating, guiding, and directing activities which are necessary to fulfill the mission of the College and any such other expectations that the Board of Trustees may establish.

### **Section 2. Acting President**

The President shall be authorized to designate a member of the College staff as Acting President during temporary disability or absence from the College. In the case of lengthy continued disability or absence of the President, in case of vacancy of the presidency, or under other special circumstances, the Board shall name an Acting President and shall negotiate a commensurate salary for said responsibility.

### **Section 3. Communication with the Board**

The President shall serve as the primary channel of communication between the Board and all subordinate administrative officers and personnel of the internal organization, except that nothing herein is intended to limit the ability of the Board of Trustees to communicate with Administrators assigned to Board committees or other special projects.

**1:10.090**

Mail received by the College which is generally addresses to the "Board of Trustees" shall be opened by the President's Office and addressed with the Board accordingly. Mail addressed to individual Trustees received by the College shall not be opened and shall be forwarded to the Trustee as soon as practicable.

The email addresses of Trustees shall be made available to the public. Such other contact information of a Trustee which is authorized for release by a Trustee shall also be made available.

**Section 4. Emergency Action**

In the event of emergency situations not covered by specific policies, the College President shall have the authority to take any necessary or appropriate action as he or she deems to be required by such emergency. Action taken and the reason therefore shall be communicated to the Board as soon as practicable.

Adopted: July 23, 2013



**MEMO TO:** Rock Valley College Board of Trustees

**FROM:** Robert Trojan, Board Secretary

**SUBJECT:** Certification of Audit, Board Minutes and Policies

**DATE:** April 25, 2023

This is to certify that the Audit and Board Minutes and Policies of the Rock Valley College Board of Trustees are true and are kept in conformity with the Board of Trustees Bylaws.

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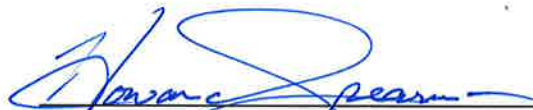
Robert Trojan  
Secretary, Board of Trustees

# Rock Valley College

3301 N. Mulford Road, Rockford, IL 61114-5699 | Toll-free (800) 973-7821 | RockValleyCollege.edu

**MEMO TO:** Rock Valley College Board of Trustees  
**FROM:** Howard J. Spearman, Ph.D., President  
**SUBJECT:** Appointment of College Treasurer  
**DATE:** April 25, 2023

It is recommended that Ellen K. Olson, Vice President of Finance / Chief Financial Officer, be appointed College Treasurer.

  
Howard J. Spearman, Ph.D.  
President

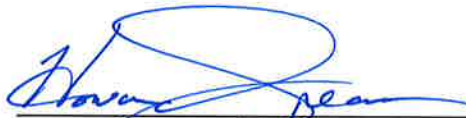
Board Approval: \_\_\_\_\_  
Secretary, Board of Trustees

# Rock Valley College

3301 N. Mulford Road, Rockford, IL 61114-5699 | Toll-free (800) 973-7821 | RockValleyCollege.edu

**MEMO TO:** Rock Valley College Board of Trustees  
**FROM:** Howard J. Spearman, Ph.D., President  
**SUBJECT:** Appointment of College Attorney  
**DATE:** April 25, 2023

It is recommended that Mr. Joseph J. Perkoski of Robbins Schwartz be appointed as the College attorney.



Howard J. Spearman, Ph.D.  
President

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



# Rock Valley College

3301 N. Mulford Road, Rockford, IL 61114-5699 | Toll-free (800) 973-7821 | RockValleyCollege.edu

MEMO TO: Rock Valley College Board of Trustees  
FROM: Ellen Olson, Vice President / Chief Financial Officer  
SUBJECT: Primary Bank Depository  
DATE: April 26, 2022

Illinois Bank & Trust is primary bank depository for Rock Valley College with the following list of accounts:

Illinois Bank & Trust


1. General Deposit Account
2. Accounts Payable Student Refund Account
3. Payroll Account
4. Brewster Loan Fund Account
5. Flex Account
6. Insured Cash Sweep

We recommend that Illinois Bank & Trust be appointed as the College's primary bank depository.



Ellen Olson, Vice President / Chief Financial Officer

Board Approval:



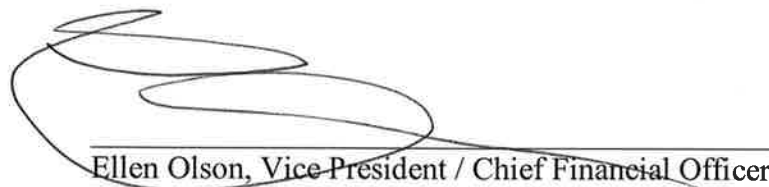
Secretary for the Board of Trustees

MEMO TO: Rock Valley College Board of Trustees  
FROM: Ellen Olson, Vice President / Chief Financial Officer  
SUBJECT: Certified Public Accounting Firm for Fiscal Year 2022 Audit  
DATE: April 26, 2022

The Certified Public Accounting Firm that performed the audits for fiscal year 2021 was:

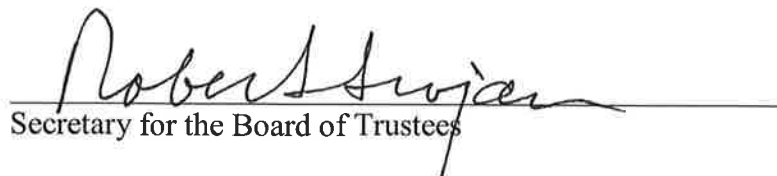
Sikich, LLP

The College is very pleased with the work of Sikich, LLP and would like to recommend that Sikich, LLP be re-appointed as the College's auditing firm. This would be the firm's second year of a three-year extension which expires for the fiscal year 2023 audit.



Ellen Olson, Vice President / Chief Financial Officer

Board Approval:



Secretary for the Board of Trustees

**Rock Valley College Board of Trustees  
Community College District No. 511  
3301 N. Mulford Road  
Rockford, IL 61114**

**Board of Trustees Committee of the Whole and Regular Meeting Schedule  
May 2023 – June 2024**

Committee of the Whole meetings are normally held the second Tuesday of each month at 5:15 p.m. in the Performing Arts Room (PAR) located in the Educational Resource Center (ERC) on the main campus at 3301 N. Mulford Road, Rockford, IL, or virtually via remote teleconference as permitted by Illinois statute. Meetings are open to the public.

Regular Board of Trustees meetings are normally held the fourth Tuesday of each month at 5:15 p.m. in the Performing Arts Room (PAR) located in the Educational Resource Center (ERC) on the main campus at 3301 N. Mulford Road, Rockford, IL, or virtually via remote teleconference as permitted by Illinois statute. Meetings are open to the public.

<b><u>Committee of the Whole Meetings</u></b>	<b><u>Regular Board Meetings</u></b>
May 9, 2023	May 23, 2023
June 13, 2023	June 27, 2023
July 11, 2023	July 25, 2023
August 8, 2023	August 22, 2023
September 12, 2023	September 26, 2023
October 10, 2023	October 24, 2023
November 7, 2023	November 21, 2023
December 5, 2023	December 19, 2023
January 9, 2024	January 23, 2024
February 13, 2024	February 27, 2024
March 12, 2024	March 26, 2024
April 9, 2024	April 23, 2024
May 14, 2024	May 28, 2024
June 11, 2024	June 25, 2024

Other strategic meetings, retreats and Board Committee meetings will be scheduled as necessary.

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

Date: April 25, 2023

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# ICCTA

Illinois Community College Trustees Association  
**ANNUAL CONVENTION**



June 1 – 3, 2023

Bloomington-Normal Marriott Hotel & Conference Center  
201 Broadway Avenue, Normal, Illinois

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# ● REGISTRATION FORM ●

Please complete ONE registration form for EACH convention attendee  
(including award nominees, award winners, and guests)

**CONVENTION REGISTRATION DEADLINE IS WEDNESDAY, MAY 24.**

Name \_\_\_\_\_

College/Organization \_\_\_\_\_

Attendee type     CC Trustee         CC President         Award Nominee or Award Winner

Other: \_\_\_\_\_                       Guest of : \_\_\_\_\_

If Award Candidate, please indicate which award \_\_\_\_\_

Please review all options and  
mark which event(s) you plan to attend in either category A, B, or C.

	Amount due
<b>A. ALL EVENTS REGISTRATION</b>	
<input type="checkbox"/> Friday Morning & Afternoon Trustee Professional Development Sessions, Luncheon, ICCTA President's Reception, and Awards Banquet – \$235	\$ _____
<b>B. TRUSTEE PROFESSIONAL DEVELOPMENT REGISTRATION</b>	
<input type="checkbox"/> Friday Morning & Afternoon Professional Development Sessions & Luncheon – \$85	\$ _____
<b>C. INDIVIDUAL EVENT REGISTRATION</b>	
<input type="checkbox"/> Friday Morning and/or Afternoon Trustee Professional Development Session(s) – does not include lunch – No Charge	\$ _____
<input type="checkbox"/> Friday Luncheon – \$85	\$ _____
<input type="checkbox"/> Awards Banquet (includes ICCTA President's Reception) – \$175	\$ _____
<b>D. ICCTA AWARD WINNERS ONLY</b>	
<input type="checkbox"/> Friday Morning & Afternoon Trustee Professional Development Sessions, Luncheon, ICCTA President's Reception, and Awards Banquet – \$60	\$ _____
<input type="checkbox"/> Award Winner/Guest Awards Banquet (includes ICCTA President's Reception) – No Charge	\$ _____
<b>TOTAL AMOUNT DUE</b>	<b>\$ _____</b>

I will need:     Special Meal – please specify \_\_\_\_\_  
                   Special Access – please specify \_\_\_\_\_

FOR REGISTRATION INQUIRIES ***AFTER*** May 24,  
PLEASE CALL THE ICCTA OFFICE AT 800-454-2282, EXT. 102.

Please make your check payable to ICCTA and mail it with this completed form to:  
*ICCTA, 401 E. Capitol Ave., Suite 200, Springfield, IL 62701-1711*

If waiting for a check to be processed before submitting registration forms, please fax or email a copy of the registration form(s) to 217-528-8662 or [sspann@communitycolleges.org](mailto:sspann@communitycolleges.org).

**Due to hotel guarantees, meal reservations should be made no later than Wednesday, May 24.**

**After that date, meal availability and assigned seating cannot be guaranteed.**

**Cancellations received by May 24 will receive a refund less a \$25 processing fee.**

**● NO REFUNDS WILL BE PROCESSED FOR CANCELLATIONS RECEIVED AFTER MAY 24 ●**

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# ● PROPOSED SCHEDULE OF EVENTS ●

★ Pre-registration is REQUIRED for events marked with a red star.

## THURSDAY, JUNE 1

1:00 pm – 4:00 pm ILLINOIS COUNCIL OF COMMUNITY COLLEGE PRESIDENTS (ICCCP) MEETINGS

## FRIDAY, JUNE 2

8:00 am – 12:00 pm ILLINOIS COMMUNITY COLLEGE BOARD (ICCB) MEETINGS

8:30 am – 7:00 pm CONVENTION REGISTRATION

9:15 am – 11:45 am TRUSTEE PROFESSIONAL DEVELOPMENT TRAINING (1<sup>st</sup> of 2 sessions) ★

This professional development training is required by Public Act 99-0692 and includes the following topics: open meetings law, freedom of information law, labor law, contract law, ethics, sexual violence on campus, financial oversight, audits, and fiduciary responsibilities of a trustee. Attendance at this session and the afternoon session will fulfill the requirements of the new law.

12:00 pm – 1:30 pm LUNCHEON ★

1:45 pm – 4:15 pm TRUSTEE PROFESSIONAL DEVELOPMENT TRAINING (2<sup>nd</sup> of 2 sessions) ★

5:00 pm – 6:00 pm ICCTA PRESIDENT'S RECEPTION ★

6:00 pm – 9:00 pm AWARDS BANQUET ★

Join your colleagues from around the state as we celebrate the Illinois Community College System. This event will feature the presentation of:

- Advocacy Award
- Business/Industry Partnership Award
- Certificate of Merit
- Distinguished Alumnus Award
- Equity and Diversity Award
- Gandhi/King Peace Essay Scholarship
- Gary W. Davis Ethical Leadership Award
- Gigi Campbell Student Trustee Excellence Award
- Gregg Chadwick Student Service Scholarship
- Honorary Membership
- ICCTA President's Award
- Lifelong Learning Award
- Outstanding Adjunct Faculty Award
- Outstanding Full-time Faculty Award
- Pacesetter Award
- Paul Simon Student Essay Scholarship
- Professional Board Staff Member Award
- Ray Hartstein Trustee Achievement Award
- Trustee Education Award
- Trustee Service Award

## SATURDAY, JUNE 3

8:30 am – 10:30 am ICCTA BOARD OF REPRESENTATIVES ANNUAL MEETING

All trustees are welcome to attend as the association honors its 2022-2023 leadership and elects new officers for the coming year.

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## ● HOTEL & OTHER INFO ●

### ● HOTEL ACCOMMODATIONS ●

#### DIRECTIONS

The [Marriott Bloomington-Normal Hotel and Conference Center](#) is located in the heart of downtown Normal. From Interstate 55, take Exit #165 and head south (left). Travel approximately 2 miles until you see Illinois State University. Turn left at College Avenue and head east. Once you have driven through campus, turn right on Broadway Avenue. The Marriott is located two blocks down at 201 Broadway Ave.

The Marriott is conveniently located across the street from Amtrak's Bloomington-Normal railroad station. Go to [www.Amtrak.com](http://www.Amtrak.com) for information on ticket fares and schedules.

#### RESERVATIONS

Hotel reservations must be made separately from ICCTA convention registration. To secure the special rate of \$122.00 plus tax for single/double occupancy per night, please reserve rooms at the Bloomington-Normal Marriott with this link: <https://www.marriott.com/event-reservations/reservation-link.mi?id=1661289752690&key=GRP&app=resvlink> or by phone at 1-888-236-2427 NO LATER THAN THURSDAY, MAY 11. Be sure to mention your participation in ICCTA's convention. Rooms will sell out early; make your reservation today!

#### PARKING

Complimentary parking in attached garage is provided for overnight hotel guests. Valet parking is available for \$25 per day. ICCTA convention guests who are not staying at the Marriott will be charged the \$1 per hour with a maximum of \$10.60 per day to park in the attached parking garage.

### ● CONVENTION SPONSORS ●

#### Scholarship Sponsors:

Illinois Community College System Foundation – Gregg Chadwick Student Service Scholarship &  
Paul Simon Student Essay

Mr. Jody Wadhwa, Oakton Community College Educational Foundation – Gandhi/King Peace Essay

ICCTA has many sponsorship opportunities available. Please contact Stephanie Spann with ICCTA at 800-454-2282 ext. 102 or [sspann@communitycolleges.org](mailto:sspann@communitycolleges.org) for more information.

### ● DEADLINE REMINDERS ●

Hotel Reservation cut-off date – Thursday, May 11

Convention Registration – Wednesday, May 24

Convention Cancellation – Wednesday, May 24

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 *Need more information? Call ICCTA at 1-800-454-2282* 

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**Robbins Schwartz**  
One Team. Making Your Mission Ours.

ICCB-Approved  
Community College Trustee Provider\*

# Community College Trustee Virtual Training Session

**SAVE THE DATE**

**June 10, 2023  
8:30 AM - 1:00 PM**



## **Topics Include:**

- Fiduciary Responsibilities of a Community College Trustee
- The Role of the Board of Trustees in Preventing and Addressing Sexual Violence on Campus
- Collective Bargaining Overview and Tips for Negotiations
- The Illinois Open Meetings Act
- The Freedom of Information Act
- Financial Oversight and Accountability

## **MORE INFORMATION**

312.332.7760  
[marketing@robbins-schwartz.com](mailto:marketing@robbins-schwartz.com)

## **ABOUT US**

\*Robbins Schwartz attorneys are approved by ICCB to conduct professional development leadership training for community college trustees.

[www.robbins-schwartz.com](http://www.robbins-schwartz.com)



**Rock Valley College Student Trustee Report**  
**Ryan Russell, Student Trustee**  
**Board of Trustees Meeting, April 25, 2023**

1. As I complete my last official report as the Student Trustee at Rock Valley College, I would like to reflect and give thanks where they are due. I learned a multitude of processes which will benefit me in many different aspects. I now understand a glimpse into how financial planning can be extremely complex, the value of staying ahead of the curve and being one step forward when it comes to advancements in technology and education, and lastly the undermined value of working with a team. Thank you to Dr. Peyer for guiding me through the last year, Dr. Spearman for being a great mentor and leader, and lastly the entire board, staff, and community members for giving me the chance to be in this role. It will certainly be strange not setting aside the second and fourth Tuesday of the month and look at ways to move RVC forward. Thank you to all for a great learning experience.
2. April 26<sup>th</sup>, at 11AM, there will be an ATC Information Session tour event. This event will allow for a viewing of the facility and then information on the programs that are performed by our students.
3. April 28<sup>th</sup>, at 1PM is the Eagle Awards of Excellence in DEI awards banquet hosted by Office of Equity and Inclusion. This awards ceremony will honor students, faculty, and staff who have done exceptionally well throughout the year.
4. May 4<sup>th</sup> is Arbor Day and several student clubs will participate with the campus facilities department in planting trees around campus as part of the day from 3-5 p.m.
5. Student Clubs and Organizations are now in the process of electing officers for the 2023 – 2024 school year. These elections are important as they will chose who will lead the charge moving forward.

Rock Valley College Board of Trustees  
Freedom of Information Act Report  
March 15 – April 15, 2023

Date Received	FOIA#	Requestor	Request	Response Date
4/10/2023	2023-10	Daniel Webster	<p>This is a Freedom Of Information Act Request -- dated April 10, 2023.</p> <p>I request the following documents and information -- Date range is December 1, 2022 through March 1, 2023.</p> <ul style="list-style-type: none"> <li>• A copy of the resignation letter, email, text or phone call from Jarid Funderberg telling you he resigned his board seat.</li> <li>• Any letters, emails, or texts from Gloria Cudia to Jarid Funderberg asking him to change his mind about leaving the board.</li> <li>• A copy of the posting the college put out announcing the board opening and how it would be filled.</li> <li>• Names of television stations, radio stations and newspapers the college sent the posting.</li> <li>• Names of any people, companies, or local groups the college sent the posting</li> <li>• Any letter, email or text from Gloria Cudia to any current board member about the selection process for the new board member.</li> <li>• Any letter, email or text from Gloria Cudia to any board applicant before the board voted on the finalist.</li> <li>• Any letter, email or text from Gloria Cudia to any current board member showing a preference for one candidate for the board.</li> <li>• The names and addresses and copies of the applications of anyone who applied for the vacancy.</li> <li>• Copies of any letters, emails, or texts from Gloria Cudia or college workers to board members or college workers listing why finalists were chosen for interviews.</li> </ul>	<p>Due April 17, 2023</p> <p>Extension April 24, 2023</p>
4/14/2023	2023-11	"Concerned Resident"	<p>Requesting a copy of Rock Valley College's signed and dated Campus Violence Prevention Plan which is required by the ICCB to be prepared and on file.</p>	Completed 4/17/2023
4/14/2023	2023-14	"Concerned Resident"	<p>Requesting copies of Dr. Hansen Stewart's:</p> <ul style="list-style-type: none"> <li>• job description</li> <li>• annual salary</li> <li>• contract</li> <li>• résumé when he applied for his job at Rock Valley College</li> </ul>	Completed 4/17/2023