Rock Valley College Community College District No. 511 3301 N Mulford Road, Rockford, IL 61114 COMMITTEE OF THE WHOLE MEETING

Educational Resource Center, Performing Arts Room, Room 0214 5:15 p.m. Tuesday, February 11, 2025

Livestreaming Link: https://www.youtube.com/channel/UCwa3Fs6l4pWAR-4iDZPTNZA

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

AGENDA

- A. Call to Order
- B. Roll Call
- C. Board Member Attendance by Means Other than Physical Presence
- D. Communications and Petitions (Public Comment)
- E. Recognition of Visitors
- F. Resolution Honoring Roland "Chip" Chapdelaine
- F. Review of Minutes: Committee of the Whole January 14, 2025
- **G.** General Presentations
 - 1. 2025 Bond Update
 - 2. Rock Valley College Foundation Downtown West Fundraising Plan
- H. Teaching, Learning & Communications Discussion: Board Liaison Trustee Simpson
 - 1. Enrollment Update
 - 2. ReUp Education Authorization
 - 3. *Informational Only* / Faculty Tenure Update
- I. Finance Discussion: Board Liaison Trustee Gorski
 - 1. Purchase Reports (A)
 - 2. Cash and Investment Report
 - 3. Quarterly Vital Signs
 - 4. *Informational Only* / Quarterly Report-Purchase Orders \$10K-\$25K
- J. Operations Discussion: Board Liaison Trustee Kennedy
 - 1. Personnel Report
 - 2. Resolution to Sell .006 Acres of 705 Green Street, Rockford, IL 61102
 - 3. Rock Valley College Foundation Memorandum of Understanding (MOU)
 - 4. Change Order Update
 - 5. Rock Valley College Events Calendar
 - 6. *Informational Only* / Quarterly Employee Personnel Update
- K. Other Business: Unfinished Business/New Business
- L. 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) The purchase or lease of real property for the use of the public body per Section 2 (c) (5), all in accordance with the Illinois Open Meetings Act.
- M. Reconvene Open Session
- N. Next Regular Board of Trustees Meeting: February 25, 2025, at 5:15 p.m.; The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.
- **O.** Next Committee of the Whole Meeting: March 11, 2025, at 5:15 p.m.; The meeting will be held in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC) on the main campus.
- P. Adjourn

Robert Trojan, Board Chair

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RESOLUTION HONORING ROLAND "CHIP" CHAPDELAINE

Whereas Rock Valley College mourns the passing of Roland "Chip" Chapdelaine on January 20, 2025, and recognizes his outstanding contributions to the institution, its students, employees, and the community; and

Whereas, President Chapdelaine served with distinction as the third president of Rock Valley College from October 1, 1997, to January 13, 2004, demonstrating visionary leadership and a commitment to excellence in education; and

Whereas, during his tenure, President Chapdelaine championed the development of Rock Valley College's physical and academic infrastructure, ensuring that the college would continue to grow and serve the community for generations to come; and

Whereas, under his leadership, the Board of Trustees approved a 25-year facilities master plan in 1999, laying the foundation for the college's long-term expansion and modernization;

Whereas Chip was a passionate supporter of the arts, advocating for and overseeing the creation of the Theatre Arts Park and the renovation of the Bengt Sjostrom Theatre, a project designed by world-renowned architect Jeanne Gang, enhancing cultural and educational opportunities for students and the community; and

Whereas recognizing the need for improved campus facilities, Chip led efforts to replace the long-standing "temporary" buildings with a permanent Support Services Building, strengthening the college's infrastructure; and

Whereas, Chip's dedication to student success guided his leadership in the renovation of the Student Center, centralizing student services to provide greater access to essential resources and support systems;

Now, therefore, be it resolved that Rock Valley College formally honors and celebrates the legacy of Roland "Chip" Chapdelaine for his years of service, leadership, and commitment to the college and its mission; and

Be it further resolved that the Rock Valley College community extends its deepest sympathies to his family, friends, and colleagues and expresses its gratitude for President Chapdelaine's lasting impact on the institution and its students; and

Be it finally resolved that this resolution be recorded in the official minutes of the Rock Valley College Board of Trustees and presented to the family of Roland "Chip" Chapdelaine as a token of appreciation and remembrance.

Howard J. Spearman, Ph.D. President, Rock Valley College

Date

Robert "Bob" Trojan Chair, Rock Valley College Board of Trustees



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, January 14, 2025 MINUTES

Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting was convened on Tuesday, January 14, 2025, in the Performing Arts Room (PAR, Room 0214) in the Educational Resource Center (ERC). The meeting was called to order at 5:15 p.m. by Chairperson Robert Trojan.

Roll Call

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

Mr. Robert Trojan Mr. John Nelson

Ms. Kristen Simpson

Mr. Paul Gorski joined the meeting at 5:16 p.m.

Mr. Richard Kennedy Mr. Nico Mikos, Student Trustee, joined

the meeting at 5:16 p.m.

The following Trustees were absent at roll call: Ms. Crystal Soltow and Ms. Gloria Cardenas Cudia.

Also present: Dr. Howard J. Spearman, President; Dr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Patrick Peyer, Vice President of Student Affairs; Dr. Terrica Huntley, Interim Vice President of Human Resources; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Dr. Hansen Stewart, Vice President of Career and Technical Education and Workforce Development; Mr. Rick Jenks, Vice President of Operations; Dr. Amanda Smith, Vice President of Academic Affairs; Ms. Ellen Olson, Vice President of Finance; Ms. Ann Kerwitz, Assistant to the President; Ms. Araceli Olvera, Interim Executive Assistant; Ms. Tracy Luethje, Executive Assistant to the Vice President of Operations, Attorney Christopher Gorman, Robbins Schwartz.

Board Member Attendance by Means Other Than Physical Presence

There were no Board Members attending by means other than physical presence.

Communications and Petitions

There were no public comments, communications, or petitions to be recognized.

Recognition of Visitors

There were no visitors to be recognized.

Review of Minutes

There were no comments on the minutes from the December 3, 2024, Board of Trustees Committee of the Whole meeting.

General Presentations

1. ReUp Education

Dr. Patrick Peyer, vice president of student affairs, presented the ReUp Education presentation. Dr. Peyer explained that ReUp Education uses predictive analytics (AI), patented personas, and one-on-one success coaching to deliver a highly personalized experience for RVC's "stopped-out students." ReUp Education would partner with RVC on its stop-out population with an LDA (last date of attendance) greater than two years to prepare them to re-enroll

and support them post-re-enrollment. The partnership will drive increased enrollment, persistence, and recaptured tuition. The partnership will be specifically designed to address the following issues:

- Find and re-enroll stop-outs.
- Coach returning students to increase persistence and retention rates.
- Support returning students in increasing completion rates.

Dr. Peyer stated that ReUp Education would be a four-year partnership agreement with no upfront costs to RVC. ReUp Education would receive 30% of tuition only upon successful re-enrollment of former students (postcensus day enrollment verification). Dr. Peyer mentioned that ReUp Education had regional partners such as Oakton College, Triton College, Northern Illinois University, and Chicago State. Dr. Peyer stated that the Illinois Community College Board (ICCB) is reviewing a potential system-wide partnership agreement. Discussion ensued.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Simpson

1. Fiscal Year 2025 Enrollment Update

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the FY2025 Enrollment Update. Ms. Snider stated that the numbers have changed slightly from the report in the packet and that RVC is at 102% of the budget and 97% to the stretch goal for Spring 2025.

2. Academic Calendar 2026-2027

Dr. Amanda Smith, vice president of academic affairs, presented the Academic Calendar for 2026-2027. The College submitted a full calendar beginning with Summer Session 2026 and ending with Summer Interim 2027, allowing a fiscal and academic year alignment.

3. Americans with Disabilities Act (ADA)

Dr. Keith Barnes, vice president of equity and inclusion, presented the Americans with Disabilities Act (ADA) Accessibility Update and explained how RVC's Strategic Plan Pillar IV tied in with ADA. Dr. Barnes discussed RVC's vision for student equity and eliminating equity gaps in access, learning, and success outcomes for all students, mainly focusing on historically underserved student populations, including Black/African American, Hispanic, low-income, rural, non-traditional, and students with disabilities. Dr. Barnes talked about the highlights and impacts of the ADA changes taking effect at RVC. Discussion ensued.

4. Extended Career Running Start Intergovernmental Agreement (IGA) with Rockford Public School District #205

Dr. Hansen Stewart, vice president of career and technical education and workforce development, presented the Extended Career Running Start Intergovernmental Agreement (IGA) with the Rockford Public School District #205. Dr. Stewart explained that on January 24, 2023, RPS #205 entered the Career Running Start with RVC. Both parties would like to extend the IGA through FY2025. Dr. Stewart added that this agreement extension would appear on the February Committee of the Whole and Regular meeting agendas, as the document would not be presented to the RPS #205 Board of Education until February. Discussion ensued.

Finance Discussion: Board Liaison Trustee Gorski

1. Purchase Reports

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

Purchase Report A – FY2025 Purchases

A. Professional Services – (Capital – Downtown West Site Improvements)

1.	Miller Engineering Co.	Rockford, IL	\$ 700,150.00*(1)
	Ruiz Construction Systems, Inc.	Rockford, IL	\$ 851,812.50
			Not to Exceed

B. System Installation – (Remodeling – Security System Upgrades)

2.	Schneider Electric	Westmont, IL	\$ 441,015.00*(2)
			Not to Exceed

C. System Installation – (Remodeling – Security System Upgrades)

3.	Ringland-Johnson, Inc.	Cherry Valley, IL	\$ 333,165.80*(3)
			Not to Exceed

D. Building Improvements – (Remodeling – HSC Buildout and Elevator)

4.	Stenstrom Construction Group	Rockford, IL	\$ 2	,272,600.00*(4)
	Ringland-Johnson, Inc.	Cherry Valley, IL	\$	2,393,350.00
	Rockford Structures Construction Co.	Machesney Park, IL	\$	2,416,700.00
	L&L Builders, Inc.	Loves Park, IL	\$	2,485,131.00
				Not to Exceed

E. Wheel Loader – (Capital Services Equipment Replacement – Plant Operations and Maintenance)

5.	McCann Industries, Inc.	Addison, IL	\$ 139,900.00*(5)
	Mid-State Equipment	Columbus, WI	\$ 148,000.00
	Miller-Bradford & Risberg, Inc.	De Pere, WI	\$ 148,500.00
	McCann Industries, Inc.	Addison, IL	\$ 149,900.00
	US Equipment Exchange	Frankfort, IL	\$ 164,000.00
			Not to Exceed

F. Task Chairs – (Office Equipment/Furniture – Current Capital Needs)

6.	Atmosphere Commercial Interiors	Rockford, IL	\$ 199,996.90*(6)
	Interiors for Business	Batavia, IL	\$ 208,130.43
	North American Import and Export Co.	Madeira, FL	\$ 231,897.59
	Right Size Facility	Naperville, IL	Not Within
			Specifications
			Not to Exceed

Purchase Report A: Discussion ensued on items B, D, and E.

- Item B Trustee Nelson inquired about the reason for changing systems. Mr. Jenks stated that Continuum is obsolete and does not offer parts for the system. Continuum recommended Genetec as the next generation.
- Item D Trustee Nelson inquired if RVC saved money on remodeling the Health Sciences Center (HSC) buildout and elevator. Mr. Jenks answered yes, the bid came in under budget, and he would get back to Trustee Nelson with the exact numbers.
- Item E Trustee Nelson inquired if RVC received quotes. Ms. Olson replied yes.

2. Communication Services Audit

Ms. Olson presented the Communication Services Audit and explained that Spyglass Group, LLC audits communication and technology to identify billing errors, overcharges, redundancies, and inefficiencies. RVC would like to engage SpyGlass to review RVC's voice, internet, data, cloud, and mobile vendors to identify recovery dollars and cost savings. Ms. Olson discussed the cost of the services and said SpyGlass only charges for the findings the college chooses to act upon after the audit. Spyglass would be paid from the College's savings from the audit findings. The fees are set forth as follows:

• 50% of any refund, credit, or compensation received by the College relating to past services or charges.

- 12 times any monthly cost reduction received by the College relating to cancellation of any service.
- 12 times any monthly cost reduction received by the College relating to the modification, consolidation, or negotiation of any service, contract, or account.
 Discussion ensued.

3. Cash and Investment Report

Ms. Olson presented the Cash and Investment Report through December 31, 2024. Total operating cash is \$34,153,837. Total operating cash and investments are \$97,836,468. Total capital funds are \$23,387,567. Since November 30, 2024, the change in capital funds has been (\$11,568,718). The operating cash and investments change since November 30, 2024, is \$11,242,520. Ms. Olson stated that the total operating cash and investment funds were 96.19% of the FY2025 operating budget.

Operations Discussion: Board Liaison Trustee Kennedy

1. Personnel Report

Mr. Jenks presented the January 2025 personnel report containing one placeholder and four departures. Discussion ensued.

2. Human Resources (HR) Progress Update

Dr. Terrica Huntley, interim vice president of human resources, presented the Human Resources (HR) Progress Update. Dr. Huntley explained that RVC's HR department focuses on talent acquisition, compensation, benefits and wellness, employee data analytics, professional development, employee relations, progressive discipline, collective bargaining agreements, and legal updates. RVC's Talent Acquisition Specialists, Business Partners, and Generalists work in teams assigned to each campus division to ensure consistent and timely workflow and communications. Dr. Huntley stated that the HR team has been working on updating processes and information to increase understanding and provide support to RVC's employees. Dr. Huntley provided examples such as an updated employee handbook, progressive discipline, and supervisor support documents. Discussion ensued.

3. FY2026-FY2027 Operations Calendar

Mr. Jenks stated that the FY2026-FY2027 Operations Calendar subset includes dates when the College is closed and students cannot access College buildings, offices, and student services. The Operations Calendar is primarily used to communicate to the public and college community the dates when the College's operations are affected.

4. Rock Valley College Events Calendar

Mr. Jenks presented the RVC on-campus events calendar for January, February, and March 2025. Mr. Jenks highlighted the Faculty Development Day, Rumble in the Rock, and the Martin Luther King Jr. Day celebration. Mr. Jenks stated that February is Black History Month, and March is Women's History Month. Discussion ensued.

New Business/Unfinished Business

1. New Business:

- Mr. Jenks spoke about a walking path that will be added to the Advanced Technology Center (ATC) in Belvidere, IL, the Illinois Department of Transportation (IDOT), and redoing Business Route 20. Discussion ensued.
- Mr. Jenks announced that March 27, 2025, is the tentative date being considered for the ribbon cutting in regards to the Downtown Groundbreaking Ceremony.
- Dr. Spearman asked the Board to keep the Zurita family in their prayers and thoughts for the untimely passing of Arnoldo "Arnie" Zurita, a maintenance employee at RVC.
- Dr. Spearman spoke with Rockford Promise and Northern Illinois University (NIU), and all parties have agreed to enter into an agreement that allows a Rockford Promise RVC student to transfer to NIU

- tuition-free. There will be a press conference on Tuesday, January 21, 2025, at 1:00 p.m. in the lobby of the Woodward Technology Center.
- Dr. Spearman reminded Trustees that the State of the College videos were sent to all Board of Trustees before the January 14, 2025, Committee of the Whole meeting. Dr. Spearman asked Trustees to review the videos and submit questions by Monday, January 20, 2025 to Ann Kerwitz so that a FAQ can be created and Trustees can be prepared for the Board of Trustees Retreat on January 25, 2025.

2. Unfinished Business:

There was no unfinished business.

Adjourn to Closed Session

At 6:44 p.m., a motion was made by Trustee Kennedy, seconded by Trustee Nelson, 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) 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 unanimous roll call vote. Was there a revised motion presented at the meeting to include collective bargaining matters?

Reconvene Open Session

At 7:28 p.m., a motion was made by Trustee Nelson, seconded by Student Trustee Mikos, 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.

Board of Trustees Retreat

The Board of Trustees Retreat will be held on Saturday, January 25, 2025, at 8:00 a.m. in the Woodward Technology Center (WTC), Room 1308, on the main campus.

Next Regular Board of Trustees Meeting

The next Regular Board of Trustees Meeting will be held on Tuesday, January 28, 2025, at 5:15 p.m., in the Performing Arts Room (PAR, Room 0214) of the Educational Resource Center (ERC) on the main campus.

Next Committee of the Whole Meeting

The next Committee of the Whole Meeting will be held on Tuesday, February 11, 2025, at 5:15 p.m., in the Performing Arts Room (PAR, Room 0214) of the Educational Resource Center (ERC) on the main campus.

Adjourn

At 7:31 p.m.	., a motion was made by	Trustee Nelson,	seconded by S	Student Trustee	: Mikos, to adjou	ırn the
meeting. The motion	n was approved by a una	nimous roll call v	vote.			
	11					

Submitted by: Tracy L. Luethje	
Richard Kennedy, Secretary	Robert Trojan, Chairperson

General Presentations



Updated Financing Plan for Capital Projects

R®ck Valley College

Tammie Beckwith Schallmo

Senior Vice President, Managing Director

Jennifer Currier

Vice President, Senior Quantitative Analyst

PMA Securities, LLC

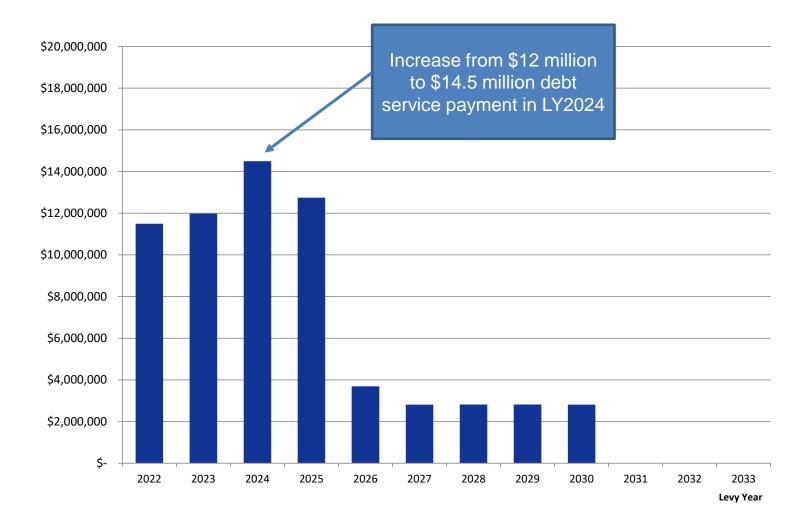
February 11, 2025

Existing Debt Service

			Ger	neral Obligation	on Debt Servi	е					
				\$23,675,000							
			\$17,805,000	Taxable GO	\$12,955,000	\$13,775,000					
			GO	Comm	GO Comm	GO					
			Community	College	College	Community		Total General			
			College	Refunding	Refunding	College		Obligation			
Lew	Fiscal	Prior Bonds	Bonds,	Bonds,	Bonds,	Bonds,	Capitalized	Bonds Debt		Growth	B&I Tax
Year	Year	Debt Service	Series 2015C	•	Series 2022B	Series 2024	Interest	Service	EAV	Rate	Rate
2020	2022	\$ 11,538,573	\$ 605,370	\$	\$	\$	\$ -	\$ 12,143,943	\$ 6,373,157,081	4.69%	0.1905
2021	2023				Ψ		<u> </u>	<u>12,142,795</u>	-6,683,597,509	4.87%	0.1817
2022	2024	4,878,053	141,950	6,473,900	647,750		(646,620)	11,495,033	7,160,941,744	7.14%	0.1605
2023	2025	-	141,950	11,350,500	647,750	-	(158,339)	11,981,861	7,855,825,940	9.70%	0.1525
2024	2026	-	141,950	6,715,600	5,282,750	2,356,017	-	14,496,317	8,012,942,459	2.00%	0.1809
2025	2027	-	3,400,595	-	8,736,000	609,500	-	12,746,095	8,173,201,308	2.00%	0.1559
2026	2028	=	874,620	-	-	2,814,500	-	3,689,120	8,336,665,334	2.00%	0.0443
2027	2029	-	-	-	-	2,814,250	-	2,814,250	8,503,398,641	2.00%	0.0331
2028	2030	-	-	-	-	2,818,500	-	2,818,500	8,673,466,614	2.00%	0.0325
2029	2031	-	-	-	-	2,816,750	-	2,816,750	8,846,935,946	2.00%	0.0318
2030	2032	-	-	-	-	2,814,000	-	2,814,000	9,023,874,665	2.00%	0.0312
2031	2033	-	-	-	-	-	-	-	9,204,352,158	2.00%	0.0000
2032	2034	-	-	-	-	-	-	-	9,388,439,201	2.00%	0.0000
2033	2035	-	-	-	-		-	-	9,576,207,985	2.00%	0.0000
2034	2036	-	-	-	-	-	-	-	9,767,732,145	2.00%	0.0000
2035	2037	-	-	-	-	-	-	-	9,963,086,788	2.00%	0.0000
2036	2038	=	-	-	-	-	-	-	10,162,348,524	2.00%	0.0000
2037	2039	-	-	-	-	-	-	-	10,365,595,494	2.00%	0.0000
2038	2040	<u>-</u>					-	<u> </u>	10,572,907,404	2.00%	0.0000
2039 2040	2041 2042	-	-	-	-	-	-	-	10,784,365,552 11,000,052,863	2.00% 2.00%	0.0000
2040	2042	-	-	-	-	-	-	-	11,000,052,863	2.00%	0.0000
2041	2043	-	-	-	-	-	-	-	11,444,454,999	2.00%	0.0000
2042	2044	_	-	-	-	-	_	-	11,673,344,099	2.00%	0.0000
	S From								11,073,344,033	2.00/0	0.0000
	nt FY:	¢.	Ф 4 550 445	£40,000,400	# 4 4 CCC FCC	0.47.040.547	ф (450.000)	Ф Г 4 470 000			
Curre	IILFI.	<u> </u>	\$ 4,559,115	\$18,066,100	\$14,666,500	\$17,043,517	<u>\$ (158,339)</u>	\$ 54,176,893			



Annual Debt Service Levies







Financing Considerations

Arbitrage rebate/construction draw schedule

Bond market conditions and interest rate risk

Number and timing of bond issues

Upcoming Capital Projects & Sources of Funds

- Classroom II Building & Health Sciences Center
 - Funded with \$14.7 million Series 2024 Working Cash Bonds that closed in November 2024
- Downtown Rockford Facility (project cost of \$52,165,970)
 - To be funded with Debt Certificates-to-Funding Bonds



What does Arbitrage Mean? What about Rebate?

What is arbitrage?

Difference between (i) what would have been earned if taxexempt bond proceeds were invested at bond yield and (ii) the earnings on the investment of such tax-exempt bond proceeds in higher yielding securities

What is rebate?

An issuer must pay (rebate) arbitrage profits to the federal government

- Are there exceptions to the rebate?
 - Small Issuer Exception
 - Spend-Down Exceptions



Arbitrage Rebate Exceptions

- The US Tax Code generally prohibits positive arbitrage on the investment of bond proceeds (i.e. investment earnings in excess of the bond yield)
- Small issuer exception for community colleges
 - Issue less than \$15 million of tax-exempt bonds in a calendar year

Spend Down Exceptions

- "Reward" for spending bond proceeds quickly
- Allowed to keep positive arbitrage
- Must meet each spending benchmark, no catch up allowed

6-Month	18-Month	2-Year (ACP)			
All gross proceeds	All new money	Construction issues			
✓ 6 months 100%*	✓ 6 months 15%	✓ 6 months 10%			
	✓ 12 months 60%	✓ 12 months 45%			
	✓ 18 months 100%**	✓ 18 months 75%			
		✓ 24 months 100%**			

^{*} Exceptions for 5% of the proceeds of the issue if spent within one year



^{**} De minimis (lesser of 3% or \$250K) and reasonable retainage (5% spent in 12 months) exceptions may apply for last benchmark

Downtown Project Draw Schedule

- The estimated monthly draw schedule for the Downtown facility indicates that the project will be completed by October 2026
- It also indicates that the College will meet every spending benchmark for the 24-month arbitrage rebate exception (assuming the College issues Debt Certificates in April 2025)

Exception Test Date	Required Spending Target	District Estimate*
October 2025	10%	32%
April 2026	45%	75%
October 2026	75%	100%



^{*}Does not include estimated interest earnings

Updated Financing Scenarios

- Scenario 1: \$52.166 million Debt Certificate proceeds generated in 2025
 - Scenario 1A: Debt Certificates issued in April 2025/Funding Bonds issued in August 2025
 - Scenario 1B: Debt Certificates issued in August 2025/Funding Bonds issued in December 2025

OR

Scenario 2

- \$37.78 million Debt Certificate proceeds generated in April 2025 (Downtown Facility)
 - Funding Bonds issued in August 2025
- \$14.386 million Debt Certificate proceeds generated in March 2026
 - Funding Bonds issued in July 2026

Historical Tax-Exempt Interest Rates since January 1, 2024



5-year MMD on 7/24/24 = 2.75%

5-Year MMD on 10/29/24 = 2.64%

5-year MMD on 1/31/25 = 2.77%

^{*}The Municipal Market Data "MMD" is a AAA municipal bond market index produced by TM3. As of January 31, 2025.

Scenario Summary

	Scenario 1A	Scenario 1B	Scenario 2
April 2025 Debt Certificate Proceeds August 2025 Debt Certificate Proceeds March 2026 Debt Certificate Proceeds	\$52,165,970 n/a n/a	n/a \$52,165,970 n/a	n/a \$37,800,000 \$14,365,970
Estimated Net Debt Service (1)	\$62,551,482	\$61,745,199	\$61,490,158
Estimated Investment Earnings on \$52.165 Million Project (2)	\$1,806,025	\$1,185,982	\$826,355
Est. Debt Service Less Investment Earnings (1)(2)	\$60,745,457	\$60,559,217	\$60,663,802
Breakeven Market Movement Scenario 1B vs. Scenario 1A		0.07%	

Sized to meet community college construction arbitrage rebate exception

NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

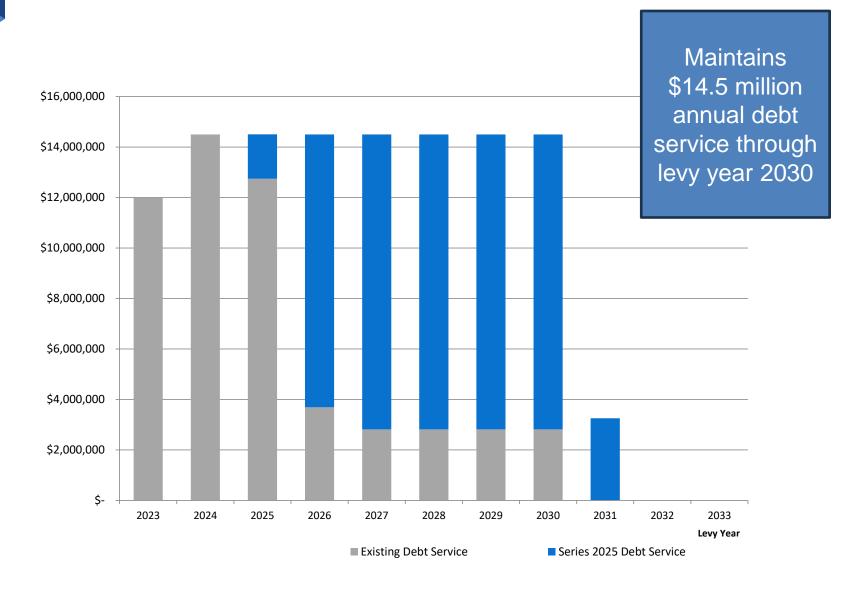
- After factoring in estimated investment earnings on the debt certificate proceeds, the College will be better of issuing all of them in 2025
- PMA recommends that the College proceed with Scenario 1A
 - If interest rates increase by more than 0.07% between April 2025 and August 2025, the College's net borrowing cost may be more expensive in Scenario 1B



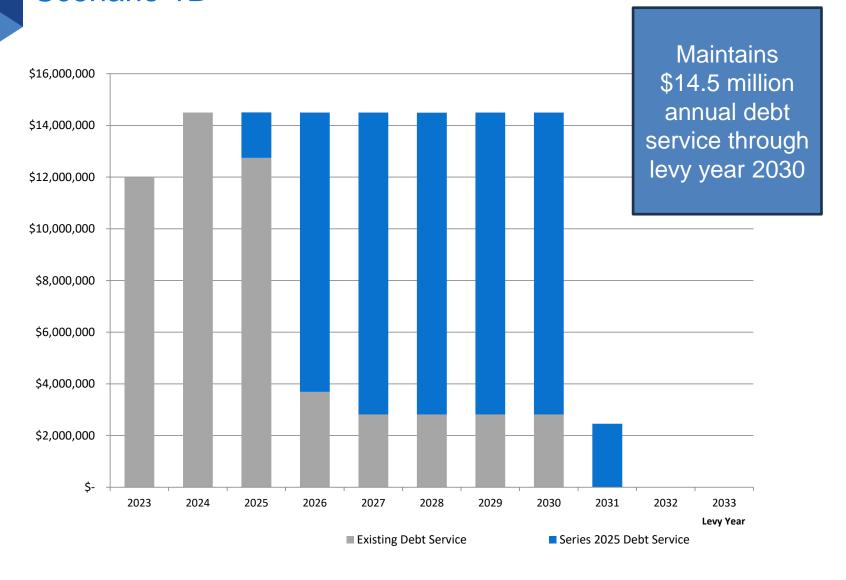
⁽¹⁾ Rates based upon market conditions as of January 30, 2025 and recent bond sales which PMA believes to be accurate and reliable.

⁽²⁾ Based on preliminary draw schedule provided by the College in July 2024 and investment rates as of January 31, 2025. Assumes entire \$52.166 million project meets spenddown exception from arbitrage rebate.

Scenario 1A

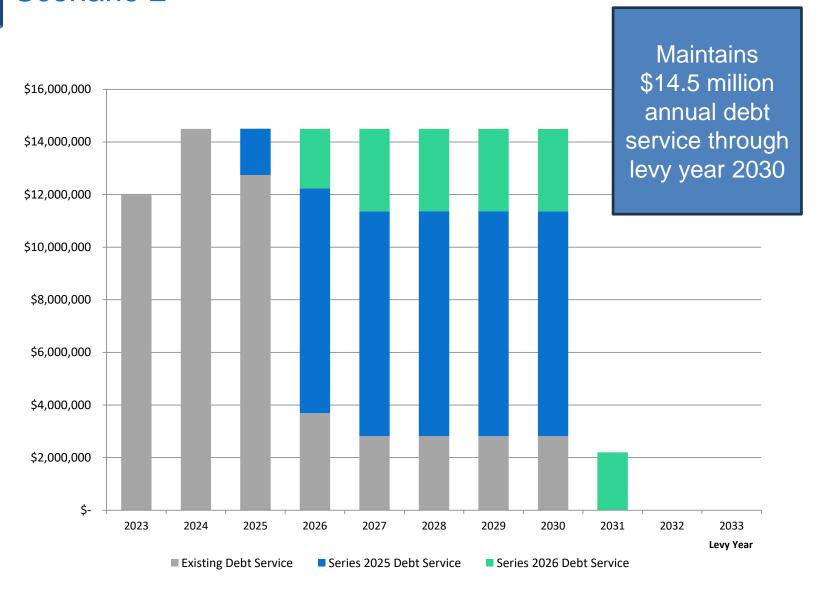


Scenario 1B





Scenario 2







Proposed Timeline for Series 2025A Debt Certificates and 2025B Funding Bonds

February 25	Board adopts parameters resolution for sale of Series 2025A Debt Certificates and approves placement agent selection
April 2	Bids due for sale of Debt Certificates
April 20	Debt Certificates close; College receives project proceeds
April 22	Board adopts resolution of intent and resolution calling Bond Issue Notification Act (BINA) Hearing for Series 2025B Funding Bonds
May 27	Board holds public hearing for 2025B Funding Bonds
June 24	Board adopts parameters resolution for sale of 2025B Funding Bonds
July 14	Series 2025B Funding Bonds sold; delegates approve results
August 4	2025B Funding Bonds close; 2025A Debt Certificates paid off



Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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Spend Down Requirements

- When issuing tax exempt bonds, the College should consider the following IRS requirements:
 - The College must reasonably expect to spend or contractually obligate 5% of a bond issue within six months of issuance
 - The College must reasonably expect to spend 85% of the bond proceeds in three years
 - The College must diligently spend the bond proceeds
- During the aforementioned 3-Year "Temporary Period", bond proceeds may be invested at materially higher yields than the bond yield

After the Temporary Period

- After three years from the closing date on the bonds (upon expiration of the Temporary Period), tax-exempt bond proceeds:
 - Must be yield restricted
 - May not be invested in investments guaranteed by the federal government (such as FDIC-insured CDs)
 - Exception: may invest in US Treasury Securities

Scenario 1A

		General Obligation Debt Service										
				\$23,675,000								
			\$17,805,000	Taxable GO	\$12,955,000	\$13,775,000						
			GO	Comm	GO Comm	GO						
			Community	College	College	Community			Total General			
			College	Refunding	Refunding	College	PROPOSED		Obligation			
Lew	Fiscal	Prior Bonds	Bonds,	Bonds,	Bonds,	Bonds,	GO Bonds,	Capitalized	Bonds Debt		Growth	B&I Tax
,			· ·	· ·	•	•				ΕΛ\/		
Year	Year	Debt Service			Series 2022B	Series 2024	Series 2025 (1)	Interest	Service	EAV	Rate	Rate
2020 2021	2022 2023	\$ 11,538,573 11,537,425	\$ 605,370 605,370	\$	\$	-	\$	-	\$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\$ 6,373,157,081 - 6,683,597,509	4.69%	0.1905 0.1817
2021	2023				647,750			(646,620)	12,142,795 11,495,033	— 5,683,597,509 — 7,160,941,744	4.87% 7.14%	0.1617 0.1605
2022	2024	4,070,000	141,950	11,350,500	647,750			(158,339)	11,981,861	7,855,825,940	9.70%	0.1525
2024	2026		141,950	6,715,600	5,282,750	2,356,017	_	(100,000)	14,496,317	8,012,942,459	2.00%	0.1809
2025	2027	_	3,400,595	-	8,736,000	609,500	3,695,729	(1,936,997)	14,504,827	8,173,201,308	2.00%	0.1775
2026	2028	-	874,620	-	-	2,814,500	10,808,750	-	14,497,870	8,336,665,334	2.00%	0.1739
2027	2029	-	· -	-	-	2,814,250	11,683,750	-	14,498,000	8,503,398,641	2.00%	0.1705
2028	2030	-	-	-	-	2,818,500	11,679,500	-	14,498,000	8,673,466,614	2.00%	0.1672
2029	2031	-	-	-	-	2,816,750	11,681,750	-	14,498,500	8,846,935,946	2.00%	0.1639
2030	2032	-	-	-	-	2,814,000	11,684,000	-	14,498,000	9,023,874,665	2.00%	0.1607
2031	2033	-	-	-	-	-	3,255,000	-	3,255,000	9,204,352,158	2.00%	0.0354
2032	2034	-	-	-	-	-	-	-	-	9,388,439,201	2.00%	0.0000
2033	2035	-	-	-	-	-	-	-	-	9,576,207,985	2.00%	0.0000
2034	2036	-	-	-	-	-	-	-	-	9,767,732,145	2.00%	0.0000
2035 2036	2037 2038	-	-	-	-	-	-	-	-	9,963,086,788	2.00% 2.00%	0.0000
2036	2038	-	-	-	-	-	-	-	-	10,162,348,524 10,365,595,494	2.00%	0.0000
2037	2039	-	-	_	_	-	_	_	_	10,572,907,404	2.00%	0.0000
2039	2041						-	_		10,784,365,552	2.00%	0.0000
2040	2042	_	_	-	_	_	_	_	-	11,000,052,863	2.00%	0.0000
2041	2043	-	_	-	_	-	_	_	-	11,220,053,920	2.00%	0.0000
2042	2044	-	-	-	-	-	-	-	-	11,444,454,999	2.00%	0.0000
2043	2045									11,673,344,099	2.00%	0.0000
Total I	OS From											
Curre	ent FY:	\$ -	\$ 4,559,115	\$18,066,100	\$14,666,500	\$17,043,517	\$ 64,488,479	<u>\$ (2,095,336)</u>	\$ 116,728,376			

Net Proceeds: \$ 52,165,970

NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.



⁽¹⁾ Rates based upon market conditions as of January 30, 2025 and recent bond sales which PMA believes to be accurate and reliable. Estimated TIC = 3.49%.

Scenario 1B

General Obligation Debt Service												
				\$23,675,000								
			\$17,805,000	Taxable GO	\$12,955,000	\$13,775,000						
			GO	Comm	GO Comm	GO						
			Community	College	College	Community			Total General			
			College	Refunding	Refunding	College	PROPOSED		Obligation			
Lew	Fiscal	Prior Bonds	Bonds,	Bonds,	Bonds,	Bonds,	GO Bonds,	Capitalized	Bonds Debt		Growth	B&I Tax
Year	Year	Debt Service	•	*	*	Series 2024	Series 2025 (1)	Interest	Service	EAV	Rate	Rate
2020	2022	\$_11,538,573	\$ 605,370	¢	©CIICS ZOZZB	¢	\$	e microsi	\$_12,143,943	\$ 6,373,157,081	4.69%	0.1905
2020	2022	11,537,425	605,370	φ <u></u>	-	-		-	12,142,795	- 6,683,597,509	4.87%	0.1803 0.1817
2021	2023	4,878,053			647,750			(646,620)	11,495,033	7,160,941,744	7.14%	0.1605
2023	2025	-	141,950	11,350,500	647,750	_	-	(158,339)	11,981,861	7,855,825,940	9.70%	0.1525
2024	2026	-	141,950	6,715,600	5,282,750	2,356,017	-	-	14,496,317	8,012,942,459	2.00%	0.1809
2025	2027	-	3,400,595	-	8,736,000	609,500	2,793,646	(1,037,947)	14,501,794	8,173,201,308	2.00%	0.1774
2026	2028	-	874,620	-	-	2,814,500	10,808,750	-	14,497,870	8,336,665,334	2.00%	0.1739
2027	2029	-	-	-	-	2,814,250	11,682,250	-	14,496,500	8,503,398,641	2.00%	0.1705
2028	2030	-		-	-	2,818,500	11,676,500	-	14,495,000	8,673,466,614	2.00%	0.1671
2029	2031	-	-	-	-	2,816,750	11,682,250	-	14,499,000	8,846,935,946	2.00%	0.1639
2030	2032	-	-	-	-	2,814,000	11,682,750	-	14,496,750	9,023,874,665	2.00%	0.1606
2031	2033	-	-	-	-	-	2,457,000	-	2,457,000	9,204,352,158	2.00%	0.0267
2032	2034	-	-	-	-	-	-	-	-	9,388,439,201	2.00%	0.0000
2033	2035	-	-	-	-	-	-	-	-	9,576,207,985	2.00%	0.0000
2034	2036	-	-	-	-	-	-	-	-	9,767,732,145	2.00%	0.0000
2035	2037	-	-	-	-	-	-	-	-	9,963,086,788	2.00%	0.0000
2036	2038	-	-	-	-	-	-	-	-	10,162,348,524	2.00%	0.0000
2037	2039	-	-	-	-	-	-	-	-	10,365,595,494	2.00%	0.0000
2038	2040	-	-	-	-	-	-	-	-	10,572,907,404	2.00%	0.0000
2039	2041	-	-	-	-	-	-	-	-	10,784,365,552	2.00%	0.0000
2040	2042	-	-	-	-	-	-	-	-	11,000,052,863	2.00%	0.0000
2041	2043	-	-	-	-	-	-	-	-	11,220,053,920	2.00%	0.0000
2042	2044	-	-	-	-	-	-	-	-	11,444,454,999	2.00%	0.0000
2043	2045									11,673,344,099	2.00%	0.0000
	S From											
Curre	nt FY:	<u> </u>	\$ 4,559,115	\$18,066,100	<u>\$14,666,500</u>	\$17,043,517	\$ 62,783,146	<u>\$ (1,196,286)</u>	\$ 115,922,092			

Net Proceeds: \$ 52,165,970

NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.



⁽¹⁾ Rates based upon market conditions as of January 30, 2025 and recent bond sales which PMA believes to be accurate and reliable. Estimated TIC = 3.51%.

Scenario 2

General Obligation Debt Service													
				\$23,675,000									
			\$17,805,000	Taxable GO	\$12,955,000	\$13,775,000							
			GO	Comm	GO Comm	GO							
			Community	College	College	Community				Total General			
			College	Refunding	Refunding	College	PROPOSED	PROPOSED		Obligation			
Lew	Fiscal	Prior Bonds	Bonds.	Bonds.	Bonds,	Bonds,	GO Bonds,	GO Bonds,	Capitalized	Bonds Debt		Growth	B&I Tax
,				,	,	•		· ·	•		E 417		
<u>Year</u>	Year	Debt Service	Series 2015C		Series 2022B	Series 2024	Series 2025 (1)	Series 2026 (1)	Interest	Service	EAV	Rate	Rate
2020 2021	2022 2023	\$—11,538,573 ——11,537,425	\$ 605,370 605,370	\$	\$	\$ -	-	\$	-	\$ 12,143,943 	\$ 6,373,157,081 6,683,597,509	4.69% 4.87%	0.1905 0.1817
2021	2023					-			(646,620)	12,142,795 11,495,033	- 0,083,597,509 - 7,160,941,744	4.87% 7.14%	0.1817 0.1605
2022	2024	4,070,003	141,950	11,350,500	647,750		<u> </u>	<u> </u>	(646,620) (158,339)	11,981,861	7,855,825,940	9.70%	0.1525
2024	2026	-	141,950	6,715,600	5,282,750	2,356,017	-		(100,000)	14,496,317	8,012,942,459	2.00%	0.1809
2025	2027	-	3,400,595	-	8,736,000	609,500	2,005,250	_	(248,343)	14,503,003	8,173,201,308	2.00%	0.1774
2026	2028	-	874,620	-	-	2,814,500	8,551,000	2,257,250	-	14,497,370	8,336,665,334	2.00%	0.1739
2027	2029	-	-	-	-	2,814,250	8,551,000	3,131,250	-	14,496,500	8,503,398,641	2.00%	0.1705
2028	2030	-	-	-	-	2,818,500	8,549,250	3,131,750	-	14,499,500	8,673,466,614	2.00%	0.1672
2029	2031	-	-	-	-	2,816,750	8,550,000	3,131,000	-	14,497,750	8,846,935,946	2.00%	0.1639
2030	2032	-	-	-	-	2,814,000	8,552,250	3,128,750	-	14,495,000	9,023,874,665	2.00%	0.1606
2031	2033	-	-	-	-	-	-	2,199,750	-	2,199,750	9,204,352,158	2.00%	0.0239
2032	2034	-	-	-	-	-	-	-	-	-	9,388,439,201	2.00%	0.0000
2033	2035	-	-	-	-	-			-	-	9,576,207,985	2.00%	0.0000
2034	2036	-	-	-	-	-	-	-	-	-	9,767,732,145	2.00%	0.0000
2035	2037	-	-	-	-	-	-	-	-	-	9,963,086,788	2.00%	0.0000
2036 2037	2038	-	-	-	-	-	-	-	-	-	10,162,348,524	2.00%	0.0000
2037	2039 2040	-	-	-	-	-	-	-	-	-	10,365,595,494 10,572,907,404	2.00% 2.00%	0.0000
2039	2040	<u>-</u>								<u>-</u>	10,784,365,552	2.00%	0.0000
2040	2042	_	_	_	_	_	_	_	_	_	11,000,052,863	2.00%	0.0000
2041	2043	-	_	-	_	-		_	_	_	11,220,053,920	2.00%	0.0000
2042	2044	-	_	-	_	_	-	_	_	-	11,444,454,999	2.00%	0.0000
2043	2045	-	-	-	-	-	-	-	-	-	11,673,344,099	2.00%	0.0000
Total DS From													
Curre	nt FY:	\$ -	\$ 4,559,115	\$18,066,100	\$14,666,500	\$17,043,517	\$ 44,758,750	\$ 16,979,750	\$ (406,681)	\$ 115,667,051			
		<u>-</u>	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,	,,	, ,	,,	<u>. (:::,:0:)</u>				

⁽¹⁾ Rates based upon market conditions as of January 30, 2025 and recent bond sales which PMA believes to be accurate and reliable. Estimated Aggregate TIC = 3.50%.

Net Proceeds: \$ 37,800,000 \$ 14,365,970 **\$52,165,970**



NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

RVC Downtown West Campaign

RockValleyCollege.edu RockValleyCollege.edu

Board of Trustees Committee of the Whole Meeting February 11, 2025

Brittany Freiberg, Chief Development Officer

A Campaign For Access and Opportunity

ACCESS - OPPORTUNITY - UPLIFT - GROW

For many students, the dream of a college education is met with real financial barriers. At Rock Valley College, **over 60% of students rely on financial aid or scholarships** to pursue their goals. We believe that education should not be a privilege for a few but an opportunity for all. The Downtown West Campaign is our bold step toward making that belief a reality.

This campaign will:

- Expand access for students from all walks of life
- Create opportunities by reducing financial obstacles
- Empower individuals to achieve their potential
- Strengthen our community by cultivating a skilled and engaged workforce

Statement of Need

Current regional data highlights the need for increased access to higher education:

- 42% of residents in Winnebago, Boone, and Ogle counties have only a high school diploma or less.
- Only 33% of residents hold an associate degree or higher, compared to the state average of 45%.

The need is there, but access is a challenge for many.

\$2.5 Million for Scholarships

Our goal for this campaign is to provide access and create educational opportunities for *all* of our region's residents.

Developing and constructing this new campus is critical to creating access, but securing scholarship funds to ensure students can afford to chase their dreams may be the greatest catalyst for change.



Naming Opportunities to Support Scholarships

This innovative facility brings visible naming opportunities that directly support student scholarships housed within RVC's newest campus and beyond.

While all naming opportunities directly support scholarships, donors may choose to designate their funds to benefit students at Downtown West or across other RVC campuses, depending on their preferences.



Naming Opportunities



DOWNTOWN LEARNING CENTER

Community Engagement Center	\$500,000
Early Childhood Outdoor Greenspace/Playground	\$75,000
Early Childhood Education Learning Lab	\$75,000

DOWNTOWN LEARNING CENTER

General Classrooms	\$75,000 (4)
Administrative Office Suite	\$75,000
Tutoring Lab	\$50,000
Conference Room	\$50,000



Naming Opportunities



DOWNTOWN TRAINING CENTER

Automotive Technology Lab	\$500,000		
Collision Repair Lab	\$200,000		
Electric Vehicle Lab	\$150,000		
Automotive Paint Lab	\$150,000		

DOWNTOWN TRAINING CENTER

Transmission Lab	\$100,000
Engine Lab	\$100,000
Technical Classrooms	\$75,000 (3)
Simulator Lab	\$75,000
Advanced Driver Assistance	\$50,000



Naming Opportunities for Consideration

We respectfully ask the Board of Trustees to consider allowing external naming opportunities for both buildings at \$2 Million each.

Names would be displayed for 10 years with the option to renew if applicable.





Named Room Signage



Questions?

Thank you.

FOUNDATION

Teaching, Learning & Communications: Board Liaison Trustee Simpson

R@ckValleyCollege

FY2025 Enrollment Update

Board of Trustees Committee of the Whole - February 11, 2025

	Unduplicated Headcount			Credit Hours			Budget		Stretch			
Term	FY2024	FY2025	Change	% Change	FY2024	FY2025	Change	% Change	Budget	% to Budget	Goal	% to Goal
Summer II	1,858	1,861	3	0.16%	7,922	8,260	338	4.27%	9,000	92%	9,000	92%
Fall	5,410	5,654	244	4.51%	52,510	52,543.5	33.5	0.06%	51,100	103%	52,800	99.5%
Subtotal (Summer II + Fall)	7,268	7,515	247	3.40%	60,432	60,803.5	371.5	0.61%	60,100	101%	61,800	98%
Winterim	434	461	27	6.22%	1,442	1,639	197	13.66%	900	182%	1,200	137%
Spring	5,572	6,240	668	11.99%	48,687.5	52,458	3,770.5	7.74%	45,000	117%	47,500	110%
Subtotal (Summer II + Fall + Winterim + Spring)	13,274	14,216	942	7.10%	110,561.5	114,900.5	4,339	3.92%	106,000	108%	110,500	104%
Summer I									4,000		4,500	
Total									110,000		115,000	

Sources: FY2025 Summer II, Fall, and Winterim Enrollment Tickers (Final); Spring Enrollment Ticker (02/05/2025)

Important Dates:

- Spring classes began January 11 and end May 16.
- Spring late-start dates include February 8, March 15, and April 12.

Re-Up Education Service Contract

Background:

Re-Up Education is a cutting-edge provider of support services with a mission to outreach to and support adult learners to reach their academic goals by returning to complete educational goals. Re-UP Education uses predictive analytics, Artificial Intelligence (AI), patented personas, and 1:1 success coaching to deliver a highly personalized experience for RVC's stop-out students.

Re-Up Education will partner with RVC to reconnect with its stop-out population who have a last date of attendance greater than two years and up to 20 years in order to help them prepare to re-enroll and support them post re-enrollment to successfully complete additional coursework, certificates, and degrees.

A Re-Up Education partnership will allow RVC to drive increased enrollment of regional adult learners and enhance persistence, retention, and completion rates while supporting recaptured tuition for the institution.

Recommendation:

It is recommended that the Board of Trustees approves a partnership agreement with Re-Up Education. The 4-year partnership agreement provides no upfront cost to Rock Valley College. Re-Up Education receives 30% of tuition only upon successful re-enrollment of former RVC students through the Re-Up Education partnership. Payment to Re-Up Education is based on post-census day enrollment verification. Re-Up Education partnership fee may be reduced to 27% upon signing a consortia agreement including five (5) or more Illinois Community Colleges. **Attorney Reviewed**.

	Howard J. Spearman, Ph.D. President
Board Approval:	
Secretary, Board of Trustees	

PROGRAM COOPERATION AGREEMENT

This Program Cooperation Agreement ("Agreement") is made and entered into effective as of January 16, 2025 (the "Effective Date") by and between ReUp Education, Inc., a Delaware corporation, with its mailing address at 9901 Brodie Lane, Suite 160, #229, Austin, TX 78748, or, at its election, any Affiliate thereof ("ReUp"), and Rock Valley College ("Institution"). ReUp and Institution may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, ReUp is in the business of providing assistance to learners in finding and staying at educational institutions and providing certain "bundled services" (as such term is used in the DCL as defined below) to assist academic institutions in the location, enrollment, and retention of students, consisting of, without limitation, certain interrelated marketing; communication; application assistance; data analytics; and coaching/counseling services;

WHEREAS, the Parties desire to provide certain academic, administrative and operational services and cooperate to deliver the Programs as set forth in this Agreement and the Program Term Sheet(s) related hereto; and

WHEREAS, this Agreement provides the terms and conditions upon which ReUp will provide various bundled services (collectively, "Services") to the Institution;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, ReUp and Institution agree as follows:

ARTICLE 1 DEFINITIONS

1.1 <u>Definitions</u>. Unless otherwise expressly defined in this Agreement, capitalized terms shall have the meanings set forth in Exhibit A.

ARTICLE 2 SERVICES

2.1 <u>Services</u>. Each Party shall provide the services allocated to it in support of the Programs identified in the Program Term Sheet(s), subject in all cases to the terms and conditions set forth in this Agreement. The initial Program Term Sheet is attached hereto as <u>Exhibit B</u>. In the event of any ambiguity or conflict between a provision of this Agreement and a provision of a Program Term Sheet ("**PTS**"), the provision of this Agreement shall prevail unless such PTS expressly provides that the provision in such PTS shall prevail over the provision in this Agreement, in which case the provision in such PTS shall prevail with respect to such PTS only. The Services that ReUp provides under this Agreement shall be "bundled services," as such term is used in the DCL, consisting of such interrelated marketing, communication, application assistance, data analytics, and coaching/counseling services and other services, as applicable, as set forth in the applicable PTS.

2.2 <u>Institutional Responsibilities</u>. Except as otherwise set forth in any PTS, the Institution shall be responsible for the provision of the Core Institution Functions and the procurement and maintenance of all Educational Approvals and other approvals, permissions, and licenses required for the delivery of the Core Institution Functions and the Programs.

ARTICLE 3 PAYMENT

- 3.1 <u>Compensation</u>. Institution shall pay ReUp all fees specified in any PTS for the Services, in accordance with the terms and conditions of this Agreement and such PTS. All fees shall be paid to ReUp in U.S. Dollars in the time, manner, and frequency set forth in the applicable PTS, and the Services ReUp provides shall be invoiced in a manner which reflects the bundled nature of the Services (e.g., there shall be no separate invoicing/itemization of, and no separate payment for, student recruitment services; rather, the bundled services that ReUp provides shall be invoiced/presented, and paid for, in a collective/bundled manner). Upon expiration of the PTS term or earlier termination of this Agreement, Institution shall remain obligated to pay ReUp the entire compensation otherwise payable to it for all Returning Students who continue to participate in the program in accordance with the PTS. Institution shall continue these payments until all Returning Students have graduated, or otherwise permanently withdrawn from the Programs.
- 3.2 <u>Taxes</u>. Each Party shall be responsible for its own federal, state, and local tax obligations, liabilities, levies, and duties of any kind or nature, as well as the filing of all applicable reports and returns. Institution shall be responsible for obtaining any and all tax exemptions for which it may qualify related to any of the Services provided pursuant to a PTS.

ARTICLE 4 TERM; TERMINATION

- 4.1 <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall terminate upon the date of expiration or termination of the final effective PTS (the "**Initial Term**"), unless terminated sooner as set forth in Section 4.2. This Agreement with the option to renew for one (1) year term (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") will expire upon the expiration of the Term unless either Party notifies the authorized agent of the other Party in writing of its intent not to renew this Agreement no less than one hundred eighty (180) days prior to the expiration of the then-current Term. Re-Up shall be obligated to provide Institution with at least thirty (30) days advance notice of the date upon which a notice of termination shall be provided, such notice to be provided in a manner as set forth in this Agreement.
- 4.2 <u>Termination for Breach</u>. This Agreement or the applicable PTS may be terminated by either Party if the other is in material breach of any provision of this Agreement or the applicable PTS, but only after written notice of default and opportunity to cure in accordance with the next sentence has been given to the breaching Party. The notice of default must set forth with reasonable specificity the time, place, and nature of the alleged breach and must provide for an opportunity to cure of at least thirty (30) days following receipt of notice. If the Party receiving the notice has not cured the breach before the end of the cure period, then the Party giving notice may terminate this

Agreement by giving the breaching Party written notice of termination, which will be effective upon delivery.

- 4.3 <u>Effect of Termination</u>. Upon any expiration or termination of this Agreement, ReUp and Institution shall promptly cease suggesting a continuing relationship between the Parties or some endorsement by any Party of the Program. In the event of a termination arising from a breach by ReUp, all continuing obligations for payment shall cease immediately upon termination.
- 4.4 <u>Survival</u>. Notwithstanding the expiration or termination of this Agreement for any reason, the following provisions of this Agreement and any other rights or obligations which by their nature are intended to survive, shall survive expiration or termination of this Agreement: Sections 4.3, 4.4, 9.1, and 9.10 hereof, and Articles 3 (until each Party's obligations thereunder are fully satisfied, except as otherwise set forth in this Agreement), 5, 6, 7, and 8 hereof. No termination or expiration of this Agreement and/or any PTS shall relieve Institution of any obligation arising from or relating to any Services performed prior to such termination or expiration, or any other obligation that is intended to survive such termination or expiration.
- 4.5 <u>Termination for Performance</u>: The Institution may terminate this Agreement by providing ReUp Education with a 60-day written notice of termination if ReUp Education fails to achieve a minimum of 45 re-enrolled stopped out students per year.

ARTICLE 5 INTELLECTUAL PROPERTY; CONFIDENTIALITY

5.1 <u>Intellectual Property</u>.

- (a) Subject to the terms and conditions of this Agreement, each Party ("Licensor") hereby grants to the other Party ("Licensee") a worldwide, non-exclusive, non-transferable, royalty-free, fully-paid license to use Licensor's Marks during the Term of this Agreement and solely in connection with its performance of its obligations or exercise of its rights as set forth in this Agreement, which shall include, without implication of limitation, the right of Licensee to display and otherwise use Licensee's Marks on Licensor's website to generally identify the relationship of the Parties in pursuit of the commitments and undertakings of this Agreement. Licensee shall use Licensor's Licensed Marks solely in accordance with Licensor's written graphic standards and other guidelines provided to Licensee. As between the Parties, all goodwill resulting from the foregoing use will inure solely to the benefit of Licensor. Licensee shall not (and shall not cause a third party to) contest the rights of Licensor in the Licensed Marks.
- (b) Institution hereby grants to ReUp a non-exclusive, royalty-free, fully-paid, right and license (with the right to grant sublicenses) to reproduce, prepare derivative works of, distribute, and otherwise use Student Data in connection with ReUp's performance under this Agreement and for any purpose consistent with applicable Laws and in a manner consistent with the provisions of Section 5.2 as set forth below.
- (c) The Parties acknowledge and agree that each Party shall retain ownership of all of its Intellectual Property, whether created, generated, conceived, reduced to practice, or developed by or on behalf of such Party before, on, or after the Effective Date, and nothing herein shall be

deemed to grant any assignment or transfer of ownership rights of any kind or nature in or to such Intellectual Property to the other Party.

(d) Only the licenses and rights expressly granted herein shall be of legal force and effect. No license or other right shall be created hereunder by implication, estoppel or otherwise.

5.2 Confidential Information and FERPA.

- The Parties acknowledge that (i) each may have received and may continue to receive Confidential Information of the other Party during the term of this Agreement, and (ii) Student Data may include Student "education records" containing "personally identifiable information" protected under the Family Educational Rights and Privacy Act of 1974, codified as 20 U.S.C. §1232 et seq., and its implementing regulations 34 CFR Part 99 ("FERPA") (other than FERPA, all terms in quotations used in this Section shall have the meanings ascribed under FERPA). For the purposes of this Agreement and each PTS only, ReUp shall be regarded as a "school official" with "legitimate educational interests" in the Student Data, as those terms have been defined under FERPA and its implementing regulations, and, in respect of ReUp's performance and handling of Student Data under this Agreement, ReUp agrees to abide by the requirements imposed by 34 CFR §99.33(a) on school officials. Except as otherwise mutually agreed in this Agreement or in a PTS, (i) ReUp will not re-disclose education records containing Student Data to third parties without the prior written consent of the Institution, and (ii) ReUp shall disclose Student Data solely on a need-to-know basis in pursuit of the commitments and undertakings of this Agreement, and shall limit disclosure to those individuals within its organization that have a "legitimate educational interest". Either Party in receipt of Confidential Information from the other/Disclosing Party may provide access to and use of the Disclosing Party's Confidential Information to those third parties that have a need to know/access such Confidential Information in connection with the Receiving Party's performance hereunder (and/ or other permissible acts of the Receiving Party) and have agreed to confidentiality obligations similar to those set forth in Sections 5.2(b) and 5.2(c).
- (b) Each Party shall take reasonable precautions to protect and preserve Confidential Information it receives from the other Party, including education records containing personally identifiable information. Each Party shall use the same degree of care that such Party utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the other Party's Confidential Information and shall implement reasonable technical and organizational measures to protect such Confidential Information as may be required under Law. Each Party shall also implement reasonable technical and organizational measures to protect such information against accidental or unlawful destruction or loss and unauthorized disclosure or access, in particular where processing such information involves transmission over an electronic network. Each Party will inform the other Party promptly in writing if it becomes aware of any unauthorized use, disclosure or security breach regarding Confidential Information or education records containing personally identifiable information to enable appropriate remedial action required by organizational policy or Law and will cooperate reasonably in effectuating such remedial action.
- (c) If either Party is compelled by Law or order of a court or other governmental authority of competent jurisdiction to disclose Confidential Information of the other Party, it may make such

disclosure provided that it provides the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance in contesting the compelled disclosure, at Disclosing Party's cost.

(d) Each Party shall take reasonable precautions to protect and preserve Confidential Information it receives from the other Party. Each Party shall use the same degree of care that such Party utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the other Party's Confidential Information and shall implement reasonable technical and organizational measures to protect such Confidential Information as may be required under Law. Each Party shall also implement reasonable technical and organizational measures to protect such information against accidental or unlawful destruction or loss and unauthorized disclosure or access, in particular where processing such information involves transmission over an electronic network. Each Party will inform the other Party promptly in writing if it becomes aware of any unauthorized use, disclosure or security breach regarding Confidential Information to enable appropriate remedial action required by organizational policy or Law and will cooperate reasonably in effectuating such remedial action.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.1 <u>Mutual Representations and Warranties</u>. Each Party hereby represents and warrants as follows:
- (a) Such Party has received all appropriate approvals to enter into and abide by the terms and conditions of this Agreement. The execution and delivery of this Agreement does not, and the performance by such Party (or any of its officers, directors or employees) of its obligations under this Agreement will not: (i) conflict with or violate any provisions of the articles of incorporation or bylaws or other organizational documents, as applicable, of such Party; or (ii) conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any material contract or other arrangement (including any confidentiality, noncompetition or non-solicitation restrictions) or Law to which such Party or any of its officers, directors or employees is subject or to which such Party or any of its officers, directors or employees is a Party, and no third party has alleged any such conflicts. No third-party consents, approvals, or authorizations are necessary for the execution and delivery of this Agreement or the performance by such Party (or any of its officers, directors, or employees) of its obligations under this Agreement.
- (b) Such Party is, and at all times will be, duly licensed, authorized, and qualified to do business and is, and at all times will be, in good standing in every jurisdiction in which a license, Educational Approval, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, where the failure to be so qualified would have a material adverse effect on such Party's business or the performance of its obligations under this Agreement.

- (c) Such Party is, and at all times during the term of this Agreement will, remain in material compliance with all Laws related to the pursuit of its respective commitments and undertakings under this Agreement.
- 6.2 <u>Institution's Representations and Warranties</u>. Institution hereby represents and warrants as follows: (i) it has obtained prior express written consent from Students where required under law; (ii) Student Data, including contact information, that Institution provides to ReUp for a is, to Institution's best knowledge, the then-most up-to-date Student Data for that Student; and (iv) it has not received instructions by any means from its Students to stop communicating with them by phone or text regarding re-enrollment or otherwise (and, in the event that Institution is informed that a Student has requested not to be contacted regarding re-enrollment or otherwise, Institution will promptly notify ReUp of that request).

ARTICLE 7 RECORDS

- 7.1 Records. Each Party shall maintain, during the term of this Agreement and for so long as any payment obligations remain under this Agreement and/or any PTS and for at least two (2) years thereafter, complete and accurate accounting records, including, without limitation, records reflecting billing and payments, as required to properly administer the Program and this Agreement in compliance with Law.
- 7.2 <u>Audit</u>. During the term of this Agreement and for so long as any payment obligations remain under this Agreement and/or any PTS and for at least two (2) years thereafter, each Party shall have the right at reasonable times and with thirty (30) business days prior written notice to audit (or have its designated agent audit), at its cost and expense (except as set forth in the last sentence of this Section), the books and records of the other Party pertaining to this Agreement and/or any PTS. In the event that a Party designates an agent to perform an audit under this Section 7.2, such Party shall ensure that such agent is bound by a written agreement containing confidentiality provisions similar to those set forth in Sections 5.2(b) and 5.2(c) above.

ARTICLE 8 DISCLAIMER; INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS, SYSTEMS, SERVICES, MARKS, AND LICENSED MATERIALS AND ALL RELATED INFORMATION, TECHNOLOGY, AND MATERIALS PROVIDED BY REUP HEREUNDER ARE PROVIDED "AS IS" AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING ANY PROGRAM TERM SHEET HEREUNDER), REUP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REUP HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, TERMS AS TO QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, REUP DOES NOT REPRESENT OR WARRANT THAT ACCESS TO ANY PRODUCTS. SYSTEMS, OR SERVICES PROVIDED BY REUP HEREUNDER WILL

UNINTERRUPTED OR ERROR FREE, WILL MEET INSTITUTION'S NEEDS, OR THAT DATA WILL NOT BE LOST.

8.2 <u>Indemnification</u>. To the fullest extent permissible under Law, Institution shall indemnify, defend, and hold harmless ReUp and its Affiliates and its and their respective officers, directors, employees, and agents from and against any and all third-party claims (and the damages, causes of action, lawsuits, proceedings, judgments, charges, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating thereto and/or suffered or incurred as a result thereof) arising out of or relating to any negligence, violation of law, violation of any third party's rights, arising from the willful misconduct of Institution or any of its officers or employees.

To the fullest extent permissible under Law, ReUp shall indemnify, defend, and hold harmless Institution and its respective trustees, officers, directors, employees, and agents from and against any and all third-party claims (and the damages, causes of action, lawsuits, proceedings, judgments, charges, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating thereto and/or suffered or incurred as a result thereof) arising out of or relating to any negligence, violation of law, violation of any third party's rights, arising from the willful misconduct of ReUp or any of its officers or employees.

- Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE 8.3 CONTRARY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR LOSSES ASSOCIATED WITH ANY BREACH OF A PARTY'S SECTION SET FORTH 5.2(b)AND **EITHER** OBLIGATIONS IN INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.2, IN NO EVENT SHALL EITHER PARTY (INCLUSIVE OF ITS AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY (OR ITS AFFILIATES), INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE UNDERLYING REUP SYSTEMS AND PRODUCTS AVAILABLE TO INSTITUTION AS PART OF THE SERVICES.
- 8.4 <u>Insurance</u>. At all times that this Agreement remains in effect, ReUp shall maintain, at its own expense, the following insurance coverages on an occurrence basis through insurance companies rated at least A / XIV by Best's Key Rating Guide. ReUp shall provide written notice to Institution at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies. ReUp shall cause such insurance coverages to name Institution, its Board of Trustees, officers, employees and agents as additional insureds on a primary and noncontributory basis.
- (a) Commercial General Liability Insurance covering personal injury, bodily injury and property damage in the amount of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate;

- Automobile Liability Insurance, including hired and non-owed vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage;
- Workmen's Compensation Insurance in the amount of the statutory minimum with (c) an Employer's Liability coverage of at least Five Hundred Thousand Dollars (\$500,000); and
- Cyber Liability insurance coverage with a limit of at least One Million Dollars (d) (\$1,000,000).

ARTICLE 9 MISCELLANEOUS

- Force Majeure. A Party shall not be liable for any delay or failure to perform the Party's obligations (other than payment obligations) if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, lockout, pandemic, or interruption or failure of electricity or telephone service.
- 9.2 Assignment and Subcontracting. Neither this Agreement nor any rights or obligations hereunder may be assigned by any Party hereto without the prior written consent of the authorized agent of the other Party hereto. Any attempted assignment in violation of this section shall be null and void and of no force or effect. ReUp may, however, assign this Agreement without the prior consent of Institution to any Affiliate, subsidiary or successor-in-interest of ReUp. ReUp may subcontract any of its Services hereunder, following notice and an opportunity for termination at will by the Institution. In the event that Institution does not object to such subcontract, the subcontractor shall be required to verify its confidentiality obligations and its policies and procedures regarding the exchange and disclosure/re-disclosure of Student Data or any other such confidential information.
- 9.3 Relationship of Parties. The relationship between the Parties shall be that of independent contractors. Neither Party, nor its officers, employees, or agents shall be authorized to make representations nor commitments for the other Party except as expressly provided herein or in a written authorization properly executed by the other Party. Institution shall remain solely liable to its employees for all employment terms and conditions. ReUp shall remain solely liable to its employees for all employment terms and conditions. Notwithstanding the foregoing, Institution hereby authorizes ReUp to act as its agent in the performance of the Services set forth in each PTS that is entered into in accordance with this Agreement.
- Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be effective on the date of actual delivery to the other Party at the addresses provided below:

If to Institution: Rock Valley College

> 3301 N Mulford Rd Rockford, IL 61114

Attention: Dr. Howard Spearman

Email: h.spearman@rockvalleycollege.edu

With a Copy to:

Robbins Schwartz c/o Matthew J. Gardner 190 S. LaSalle St., Suite 2550

Chicago, IL 60603

E-Mail: mgardner@robbins-schwartz.com

If to ReUp: ReUp Education, Inc.

9901 Brodie Lane, Suite 160 #229

Austin TX 78748

Attention: Steve Johnson, Chief Financial Officer

TEL: (610) 453-0256

E-MAIL: steve.johnson@reupeducation.com

or at such other address as any Party hereto shall have designated by notice in writing given in the manner set forth above to the other Party hereto.

- 9.5 <u>Entire Agreement</u>. This Agreement, including all Exhibits, Program Term Sheets, and other documents referred to herein and therein, which form a part hereof, embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.
- 9.6 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person (including any Students or faculty members of Institution) or entity other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except that, (i) for the purposes of Section 8.2, the third-party indemnitees referenced in that Section are intended third-party beneficiaries of that Section, and (ii) for the purposes of Section 8.3, Affiliates entitled to limited liability protection per the terms of that Section are intended third-party beneficiaries of that Section.
- 9.7 <u>Headings</u>. The headings of the various Sections, Exhibits, and Program Term Sheets herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular articles, sections, subsections, or appendices to which they refer or relate, or as affecting the meaning or construction of the language in the body of such articles, sections, subsections, or appendices or elsewhere in this Agreement.

- 9.8 <u>Program Term Sheets and Exhibits</u>. All Exhibits and Program Term Sheets referred to in this Agreement are, or in the case of Program Term Sheets, will be, attached hereto and are or shall be incorporated herein by reference as if fully set forth herein.
- 9.9 Governing Law, Disputes. This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law provisions. All disputes in connection with this Agreement that cannot be resolved through amicable negotiation between the Parties shall be submitted for dispute resolution in Circuit Court of Winnebago County, Illinois Notwithstanding the foregoing, either Party shall have the right to seek injunctive relief pursuant to any matter relating to this Agreement at any time. Any action for injunctive relief shall be filed in the Circuit Court of Winnebago Court or the Northern District of Illinois; both Parties hereby consent to the jurisdiction of such courts to adjudicate any such action. The prevailing Party in any litigated dispute arising from this Agreement, shall be entitled to seek an award of its attorneys' fees, and related costs, incurred in litigating any such dispute, including fees and costs incurred in litigating any appeal.
- 9.10 <u>Amendment</u>. Subject to Law, or as otherwise provided herein, this Agreement, including any PTS, may be amended or supplemented only by written agreement of the authorized agents of ReUp and Institution.
- 9.11 <u>Governmental Immunity.</u> Institution, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
- 9.12 <u>Authorized Agent.</u> This Agreement is executed by an authorized representative of Institution in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- 9.13 <u>Non-Discrimination.</u> Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, sexual orientation, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and maintains a sexual harassment policy and Drug Free Workplace in compliance with applicable law.
- 9.14 <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court, as the case may be, and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 9.15 <u>Non-Exclusivity</u>. It is expressly understood and agreed that this Agreement does not grant to either Party any exclusive privileges or rights with respect to the Services, and that either Party may contract with any other entity(ies) and/or person(s) for the provision of such Services, including any entities or persons in direct competition with Institution or ReUp.
- 9.16 <u>Compliance</u>. Both parties acknowledge and agree that, in entering into this Agreement, it is their understanding, intent, and expectation that (i) the Services shall constitute "bundled services," as such term is used in the DCL, like "Example 2-B" on page 12 of the DCL, and (ii) the provision of the Services and any other bundled services for a single fee shall not

violate the Incentive Compensation Rule (34 C.F.R. § 668.14(b)(22) (2011)) or any other Laws. ReUp specifically acknowledges and agrees that the compensation that it provides to its employees and any other entities or persons involved in providing the services referenced in any PTS, and to the managers and supervisors of such employees and any such other entities or persons, as applicable, shall only be such compensation as is permissible under the Incentive Compensation Rule (34 C.F.R. § 668.14(b)(22) (2011)) and any applicable state licensing and accrediting requirements for individuals having direct communications with prospective students. Further, ReUp acknowledges and agrees that any Services provided as a result of this Agreement shall comply with all state and federal consumer protection laws, including but not limited to Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.).

9.17 <u>Student Opt-out.</u> During initial communications, ReUp provides opportunities for students to opt out of coaching services. On an ongoing basis, ReUp provides opportunities for students to opt out of future marketing communications, at which point students are moved to a Do Not Contact list.

ARTICLE 10 PIGGYBACK CLAUSE

Inclusion of other, currently non-participating Illinois Community College Board Institutions. Any college or university in the state of Illinois shall be allowed to piggyback on this agreement during the lifetime of the contract, even if they are not listed.

ReUp reserves the right to extend the terms, conditions, and prices of this contract to other institutions that are part of the participating institutions who express an interest in piggybacking on this contract. Each of the institutions interested in piggybacking on this contract will issue their own bidding package and purchasing documents for ReUp Education's ("ReUp") bundled services. ReUp agrees that Rock Valley College shall bear no responsibility or liability for any agreements between ReUp and the other institution(s) who desire to exercise this option.

While this clause in no way commits other Illinois community colleges to purchase from ReUp, nor does it guarantee any additional partnerships will result, it does allow for Illinois colleges and universities, at their discretion, to make use of this Program Cooperation Agreement. All purchases made by other Illinois colleges shall be understood to be transactions between that institution and ReUp., Rock Valley shall not be responsible for any such agreements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives.

REUP EDUCATION, INC.	Rock Valley College		
Sign: Br/B89E24FB94UB	Sign:		
Name: Terah Crews	Print:		
Title: CEO	Title:		
Date: 1/17/2025 2:26 PM PST	Date:		

EXHIBIT A DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below.

- "Accrediting Agency" means any entity that is recognized by the USDOE pursuant to 34 CFR Part 602 and shall include the applicable Institutional accrediting agency with jurisdiction over the Institution, as well as any programmatic accrediting agency with jurisdiction over a Program.
- "Affiliate" means a person that, directly or indirectly (through one or more intermediaries), controls or is controlled by, or is under common control with, the person specified.
- "Associate Degree Graduates" or "Associate Graduates" means any graduate of the Institution who is not currently enrolled in a four-year degree program and/or who has not yet graduated from a four-year degree program (as confirmed by the National Student Clearinghouse).
- "Confidential Information" means any proprietary, trade secret, and confidential information, which may include, without limiting the generality of the foregoing, strategies and strategic plans, business opportunities, business plans, marketing plans, financial reports, statements and projections, trade names and marks, documents, programs, techniques, know-how, specifications, personnel information, customers and suppliers of either Party, personal data, or elements of this Agreement. Additionally, the Parties hereby agree that information disclosed by one Party, its employees or agents ("Disclosing Party") to the other party ("Receiving Party") which, by the nature of the circumstances surrounding the disclosure, ought in good faith be treated as proprietary or confidential information, including without limitation planning, financial, and all Student Data as defined in this Section, without any marking or further designation, will be considered "Confidential Information." Confidential Information shall specifically include all information (regardless of format): (i) that relates to Institution's Students, whether such information is provided by Institution, provided by Students, or created by ReUp pursuant to this Agreement ("Student Data"); and (ii) may include name(s), address(es), telephone number(s), e-mail address(es), and student ID number(s). The Parties specifically state that ReUp shall not have access to Students' social security numbers and/or credit card numbers. However, in the event that social security numbers or credit card numbers are disclosed to ReUp, ReUp shall treat such information as Confidential Information pursuant to this Agreement and shall notify Institution within forty-eight (48) hours of becoming aware of such disclosure. Except with respect to Student Data, Confidential Information shall not include any information that either Party can establish by legally sufficient evidence: (a) as generally known to the public or that such information came into the public domain without violation of any obligation of confidentiality in this Agreement; (b) previously disclosed and rightfully known by the Receiving Party, not in pursuit of this Agreement and without an obligation to the Disclosing Party to maintain its confidentiality; (c) was independently developed by the Receiving Party; or (d) is required to be disclosed in compliance with the law, including requests made under the Freedom of Information Act.

"Core Institution Functions" means the essential academic, fiscal and administrative control and oversight functions that are required to be performed by the Institution as a condition of its continuing Educational Approvals by any Educational Agency, including, without limitation, to the extent applicable, (a) the establishment of the standards for each Program (including each

course therein), including the admission, progression and graduation standards, the learning objects and outcomes, and the qualifications of faculty and facilitators engaged to teach or facilitate courses in a Program; (b) the selection, appointment and removal of Program faculty; (c) the establishment of the standards and processes for the evaluation of satisfactory academic progress; (d) the conduct of all Title IV student financial aid administration and the establishment of policies, processes and standards related thereto; (e) the academic oversight of the assessment of outcomes for each Program and course therein, the adequacy of instruction, the integrity of the administration of academic standards and processes, and the adherence to professional and ethical standards and practices; (f) approval of any exceptions to the admission standards with respect to any individual Student circumstances or in respect of a Program or course therein; (g) the determination of the adequacy of learning resource materials for the support of any Program or course therein; (h) the determination of the adequacy of the performance of the faculty and facilitators engaged to teach or facilitate courses in or provide academic leadership for Programs; (i) the establishment of the behavioral and disciplinary standards for Students; (j) the establishment of minimum standards for the admission of qualified and eligible Students and of approval procedures for making exceptions for the admission of any applicants who do not meet the minimum standards; (k) the awarding of academic credit, degrees, and other credentials to Students in each Program and course therein, including preparation of transcripts of credits and credentials; (1) the registration of Students; and (m) approval of final schedules of Program courses provided, however, that, for purposes of this Agreement, Core Institution Functions shall not include the Services, all of which shall be provided by ReUp as set forth in this Agreement and any PTS.

"Curriculum" means curricula, course materials, course wares, instructional videotapes, syllabi, instructional audio recordings, instructional software, instructional technology and know-how, academic policies, procedures and standards, handbooks and guidebooks, examinations and outcomes assessment policies, procedures and materials, online courses, programs and instructional materials, online formats, face pages and graphics, online instructional support materials, visual aids, course outlines, course content, and the contents of Educational Agency submissions, filings, reports, and documentation concerning any of the foregoing, but does not include the trade names, brands, trademarks, service marks, or other proprietary names or insignia of a Party exclusive of the Marks.

"**DCL**" means the Dear Colleague Letter published March 17, 2011 by the USDOE having identification number GEN-11-05 and the subject, "Implementation of Program Integrity Regulations", which provides additional guidance on program integrity issues, specifically in the areas of state authorization, incentive compensation and misrepresentation.

"Educational Agency" means any entity with jurisdiction over the Institution that is an Accrediting Agency or a governmental entity with authority to regulate the offering and delivery of the Programs, including, without limitation, the USDOE.

"Educational Approvals" means any license, permit, consent, franchise, approval, authorization, certificate, USDOE approval or Accrediting Agency approval or member status authorization issued or required to be issued by an Educational Agency to the Institution, or to any Location with respect to any undertaking contemplated herein.

"Educational Law" means any applicable federal, state, municipal, foreign or other Law, regulation, order, Accrediting Agency standard or other requirement applicable thereto, including, without limitation, the provisions of Title IV, issued or administered by, or related to, any Educational Agency.

"**HEA**" means the Higher Education Act of 1965, as amended, and the regulations promulgated thereunder.

"Intellectual Property" means any and all proprietary rights, title and interests, including but not limited to (a) patents, patent applications, inventions, invention disclosures, designs, algorithms, ideas, research and development and statutory invention registrations; (b) trademarks, service marks, domain names, trade dress, logos, and other source identifiers, including registrations and applications for registration thereof (collectively, "Marks"); (c) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, moral rights, and copyrights, including copyright registrations and applications for registration thereof; (d) trade secrets, know-how, technical information and data, and rights in confidential information; (e) any other industrial or proprietary rights similar to the foregoing; (f) all registrations, applications, renewals, extensions, combinations, divisionals, revisions, continuations, continuations-in-part, reexaminations or reissuances of the foregoing, and (g) all computer software and code, including without limitation processes, scripts, data, databases and documentation.

"Law" or "Laws" shall mean all applicable statutes, rules, codes, regulations, restrictions, ordinances, orders, decrees, rulings (including common law rulings), approvals, treaties, restriction, directives, judgments, injunctions, writs or awards of, or issued by, any governmental entity having jurisdiction and shall include Educational Laws.

"Net Tuition Revenue" means the total amount of tuition (net of tuition refunds made in accordance with Institution's refund policies applicable to the Programs) earned by Institution (including in accordance with this Agreement) from Returning Students enrolled in Program courses. ReUp and Institution agree that Net Tuition Revenue shall not include any non-tuition amounts including revenue associated with books or other incidental assessments. For purposes of this definition, revenue is "earned" with regard to any Returning Student at the start of the applicable academic term following the conclusion of the Drop/Add period.

"**Programs**" means any and all educational programs of Institution identified in a PTS, for which Services are to be provided by ReUp.

"Program Term Sheet" or "PTS" means any program term sheet entered into by and between the Parties in pursuit and under the auspices of this Agreement which sets forth, among other provisions, the Program and its specifications, the duties and obligations of each Party, the mode of delivery, and the scope of Services to be performed by ReUp and Institution with respect to each identified Program.

"Returning Student" or "Returning Students" means any Students that re-enroll in any Program at any time with any assistance, aid or encouragement from ReUp's Services.

"Services" means the bundled services provided by ReUp to the Institution in support of the development, offering and delivery of the Programs as set forth in the applicable PTS and as

generally described in the ReUp specifications. The Services shall be "bundled services," as such term is used in the DCL, consisting of such interrelated marketing, communication, application assistance, data analytics, and coaching/counseling services and other services, as applicable, as set forth in the applicable PTS.

"**Stopout**" means a student who completed some credits with Institution but did not complete their degree.

"Student" or "Students" means any persons currently or previously enrolled in any of the Programs.

"Subsequent Semester" means any semester in which the student is enrolled after they re-enroll in their first semester. Subsequent Semesters could be consecutive or separated by semesters the students takes off, regardless of the length of the time off between semesters.

"USDOE" means the United States Department of Education (or any successor entity).

EXHIBIT B INITIAL PROGRAM TERM SHEET

This Program Term Sheet ("PTS") is made simultaneously with and is incorporated into the Program Cooperation Agreement (the "Agreement"), dated January 16, 2025, by and between ReUp Education, Inc., a Delaware corporation, with its mailing address at 9901 Brodie Lane, Suite 160 #229, Austin, TX 78748 or, at its election, any Affiliate thereof ("ReUp"), and Rock Valley College ("Institution"), and is made and entered into when duly executed by both parties as evidenced by signatures affixed hereto (the "PTS Effective Date"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

I. Term

This PTS shall be effective upon the PTS Effective Date and shall continue for an initial term that shall expire as of the earlier to occur of August 31 or December 31 after four (4) years have elapsed since the PTS Effective Date. Upon the expiration of the initial term of this PTS, this PTS shall have the option to renew for successive one (1) year terms unless either Party notifies the other Party in writing of its intent not to renew this PTS no less than one hundred eighty (180) days prior to the expiration of the then-current term of this PTS.

II. Programs

The Programs covered by this PTS include any and all credit bearing education programs and courses of the Institution including associate degree programs.

III. Fees, Invoicing, and Payment

Institution shall collect all tuition and fees owed to it for or in connection with the Programs payable by the Students.

As consideration for Services described in part V, below, for each Returning Student, Institution shall pay ReUp, for each semester in which such Returning Student enrolls in any Program courses (i.e., for the first semester in which such Returning Student re-enrolls in any Program courses and for each Subsequent Semester, until such Returning Student graduates or permanently withdraws from the Programs) a fee equal to thirty percent (30%) of the Net Tuition Revenue from such Returning Student for such Subsequent Semester. Institution's rate, as set forth in Section III of the Program Terms Sheet (Exhibit B) and Section IV of the Addendum to the Program Cooperation Agreement to be reduced to twenty-seven percent (27%) upon ReUp entering into a contract with 5 or more participating Illinois colleges and universities. Adjustment will be made prior to next immediate enrollment census date cycle. For the avoidance of doubt, such fee shall be payable for each Subsequent Semester until such Returning Student graduates or permanently withdraws from the Programs, even if the term of this PTS and/or the term of the Agreement has expired or this PTS and/or the Agreement has been terminated. Institution will not be obligated to pay ReUp for students on the list who re-enroll for the first time in excess of twenty-four months after the termination of the contract.

ReUp shall be entitled to provide services, including coaching, to Students and continue to use Student Data for the twelve months following the expiration or termination of this PTS and/or the Agreement for any purpose permissible under applicable Laws.

All such fees shall be paid in U.S. dollars, via ACH or wire transfer and such payments shall be made by Institution to ReUp in each case within sixty (60) days of Institution's receipt of the applicable invoice from ReUp in accordance with Local Government Prompt Payment Act (50 ILCS 505/1, et seq.). Failure to pay an invoice within sixty (60) days shall result in an interest charge of 1.5% per month or as required by the Local Government Prompt Payment Act, whichever is less.

The Services shall be invoiced in a manner which reflects the bundled nature of the Services (e.g., there shall be no separate invoicing/itemization of, and no separate payment for, student recruitment services; rather, the Services shall be invoiced/presented, and paid for, in a collective/bundled manner). No termination or expiration of the Agreement and/or this PTS shall relieve Institution of any obligation arising from or relating to any Services performed prior to such termination or expiration, or any other obligation that is intended to survive such termination or expiration. This part III shall survive the termination or expiration of the Agreement and/or this PTS.

Institution shall reimburse ReUp for the travel expenses (i.e., coach class airfare, lodgings, meals and local transportation) incurred by ReUp's personnel in connection with trips undertaken at Institution's request, and preapproved in writing by Institution's authorized agent, for purposes of meetings with Institution, including implementation.

IV. Reporting

For each academic term and within fifteen (15) days of (i) the census date for such academic term, or (ii) the start of such academic term, Institution shall provide to ReUp a written report that includes information sufficient to determine the amounts payable to ReUp under this PTS in respect of that academic term. Without limitation, each such report shall present, for the applicable academic term, the name and student ID of each Returning Student that is enrolled in any program(s) or course(s) of Institution in that academic term and the Net Tuition Revenue from each such Returning Student for that academic term. Such report shall also include such additional information as ReUp may reasonably request from time to time. This part IV shall survive the termination or expiration of the Agreement and/or this PTS, including at least for so long as any payment obligations remain under this PTS. Institution will maintain all accounting records associated with this agreement for at least three (3) years after the end of the contract.

V. Services

<u>ReUp Services</u>. In accordance with the terms and provisions of the Agreement and this PTS, ReUp undertakes to provide the following Services in the areas of marketing, enrollment application assistance, recruitment services, course support, technology, coaching, and career counseling, which are bundled and interrelated:

A. Meet with the Institution's representatives at an implementation meeting at the Institution to review the implementation process. Such meeting may be in person or virtual, as requested by Institution.

- B. Undertake a thorough implementation process (minimum thirty (30) days) to ensure that ReUp team members follow policies, procedures, and communication protocol in accordance with Institution's preferences.
- C. Utilize list(s) of former students provided by Institution (each such list, a "**List**") to locate "stopouts" (i.e., persons who have temporarily withdrawn from the Program(s) or who have delayed their pursuit of the Program(s)). Where applicable, we use proprietary technology to assist in obtaining more up-to-date student information.
- D. ReUp records calls during its pre-enrollment, enrollment, and post-enrollment interactions with students. ReUp then uses Artificial Intelligence ("AI") to analyze and score student/coach human interactions. The AI allows ReUp to identify trends across student populations, ensures high quality conversations are occurring and identifies the messages that resonate with students. That data is then incorporated into our predictive analytics model to help ensure continuous improvement. AI feedback is also used to continuously improve coaching performance to ensure that students persist through graduation.

Pre-enrollment and Enrollment Services

- E. Utilize predictive analytics algorithms to identify the students who have the highest likelihood of engagement, re-enrollment, and persistence.
- F. Proactively reach out to and communicate directly with former students on List(s) through targeted outreach campaigns, including phone calls by coaches, social media outreach, SMS campaigns, and email.
- G. Utilize best-in-class marketing and engagement techniques and leverage multichannel engagement to market the Program(s) to, and connect with, students via the appropriate and preferred communication channel for the contact. Multiple communication engagements (e-mail and SMS messages) may be automated or personalized by human coaches depending on the status of the student in the funnel and the situation at hand; human intervention is used to engage students with deeper level conversations about their motivations to return to school and their barriers to re-entry.
- H. Utilize predictive analytics algorithms to identify the best method, time of day, and day of the week to contact students during the enrollment and re-engagement process.
- I. ReUp uses a proprietary coaching model and observation framework that ensures each coaching call meets ReUp standards, while also motivating students and helping them define their educational goals. This coaching rubric assesses value added discussion points which include but are not limited to: assessing drop-out barriers; motivations to return; potential obstacles to degree completion; and identifying support systems to assist in preparation for re-entry.
- J. ReUp coaches provide enrollment application assistance and disseminate information about application deadlines and requirements and the Institution's policies and procedures; they help to screen information about whether the prospective student meets the requirements of the Institution; answer questions about eligible credit application with support of Institution; and can follow up with the Institution to determine status of enrollment applications. This information can be delivered to ReUp systems via integration or data exchange.

Post-Enrollment Services

- K. Utilize predictive analytics algorithms to identify the students who require additional counseling and other support services to assist in their persistence to graduation.
- L. Utilize predictive analytics algorithms to identify the best method, time of day, and day of the week to contact students to continue the engagement process and provide support service.
- M. Utilize ReUp's Intelligent Work Queue to prioritize students in terms of immediate outreach and follow up.
- N. Utilize best-in-class techniques and leverage multi-channel engagement to connect with students via the appropriate and preferred communication channel for the contact. Multiple communication engagements (e-mail and SMS messages) may be automated or personalized by human coaches depending on the level of support needed by the student to meet challenges faced in school and address potential barriers to graduation.
- O. ReUp uses a proprietary coaching model and observation framework that ensures each coaching call meets ReUp standards and provides value added discussion points for the student which include but are not limited to: assessing potential obstacles to degree completion and identifying support systems to assist in and improve student retention and graduation.
- P. ReUp coaches provide assistance and disseminate information about the Institution's policies, procedures, deadlines, requirements, course registration, academic standing, available non-classroom Institutional resources, and support services. This information can be delivered to ReUp systems via integration or data exchange.
- Q. ReUp coaches serve as ombudsmen and provide general student counseling, career counseling, financial literacy counseling, budgeting, and disseminate information about available academic support services aimed at student retention and graduation.
- R. ReUp coaching provides Returning Students a motivation and accountability framework for Returning Students to organize their commitments, set goals, manage their time, address professional commitments, evaluate institutional satisfaction and navigate set-backs and hardships. ReUp provides focused, proactive support designed to help ensure that students do not just return, but that they persist and graduate.

<u>Institution Services</u>. In accordance with the terms and provisions of the Agreement and this PTS, Institution undertakes to provide the following services:

- A. Have and maintain all necessary approvals (including Educational Approvals) required for the courses and/or programs offered.
- B. Provide ReUp with access to student information on a daily basis in the form of a .csv file delivered via SFTP and other information requested by ReUp, including, but not limited to, Student Data, to perform its obligations under the Agreement. Updated information must include up to date admission and enrollment

- information. The daily operational files must be delivered to ReUp starting within one week of launch at the latest.
- C. Provide ReUp a decision regarding re-enrollment within five (5) days including, but not limited to, number of credits, transferability of credits, financial aid, etc. Institution will be solely responsible for the administration of all financial aid programs and will process all requests for aid in accordance with federal and state regulatory requirements. Institution shall establish tuition rates and program fees for the education programs offered by Institution.
- D. Train members of the ReUp team on requirements, process, and other material aspects of the successful operation of the Institution.
- E. Institution shall at all times determine which students shall be enrolled at Institution.
- F. Employ (or designate) and retain a liaison officer to ReUp with respect to the Program and promptly notify the other Party of such a person or any replacement thereof.
- G. Provide ReUp with all Title IX school policies as well as a contact person/office for addressing any student issues.
- H. Provide contact information and access to school advisors and faculty if/when communication is required in order to best assist students.
- I. Forward all concerns regarding the Program and/or its Students to ReUp through the ReUp liaison officer. Institution shall oversee academic evaluation for all students consistent with its accrediting agency standards and any governmental requirements. Institution shall, at its sole discretion, determine satisfaction of Institution's degree requirements, determine satisfactory academic progress, handle student appeals, address and resolve student complaints, administer student discipline, transcript grades, and confer all degrees.
- J. Provide ReUp the initial student list/data requested by ReUp within fourteen (14) days of kick-off meeting. The initial list shall include the first and last names of students, date of birth, and contact information (including street address, city, state and postal code as well as all available phone numbers and email addresses) and other relevant data, including as requested by ReUp, estimated at 17,000 former students of the Institution who dropped out between 18 months and twenty (20) years.
- K. Provide ReUp applicable information on all new stopouts within fifteen (15) days of each census date of each academic term or semester.
- L. Provide ReUp the opportunity to have additional students added to the arrangement set forth in this PTS at any time during the term of this PTS (in the event that the term of this PTS is renewed), if Institution is satisfied with ReUp's work hereunder.
- M. Provide ReUp with a final list of graduated students within thirty (45) days after each graduation date.
- N. Provide ReUp with high resolution logo(s) and if available, brand guidelines to be incorporated in all student communication.

VI. Pre-Implementation

Prior to the Implementation Date (defined below), the Parties will undertake the following activities:

- A. Institution will provide ReUp with information regarding Institution's procedures for admission and registration of Returning Students in Institution's courses.
- B. Mutually agree upon the timing for ReUp to send qualified applicants to Institution for admission decisions and the turn-around time on said decision.
- C. Mutually agree upon the procedures for ReUp to ensure a smooth transition of Returning Students to the Institution.
- D. Mutually agree upon the appropriate scope of communication with prospective Students to (i) ensure all communication accurately represents the Institution's Programs' components and services; (ii) ensure that the Institution's Programs are in compliance with Laws and accreditation standards; and (iii) provide Students with appropriate contact points for making inquiries, accessing services, and addressing issues related to the Institution's Programs.
- E. Mutually agree upon procedures required for the continuation of Returning Students in Institution's courses for persistence through graduation.

VII. Implementation

The Parties shall begin performing Services and pre-implementation activities on the PTS Effective Date with a target projected launch date of February 18, 2025 (the "**Implementation Date**").

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Program Term Sheet through their duly authorized representatives.

REUP EDUCATION, INC.	Rock Valley College
Sign: DocuSigned by: Sign: 877809E24FB940B	Sign:
Name: Terah Crews	Print:
Title: CEO	Title:
Date: 1/17/2025 2:26 PM PST	Date:

Addendum to Program Cooperation Agreement

This Addendum ("Addendum") is made effective as of January 16, 2025 (the "Addendum Effective Date") and is incorporated into the Agreement, dated January 16, 2025, (as amended prior to the date hereof, the "Agreement"), by and between ReUp Education, Inc., a Delaware corporation, with its mailing address at 9901 Brodie Lane, Suite 160, #229, Austin TX 78748 ("ReUp"), and Rock Valley College ("Institution" or "Originating Institution").

Capitalized terms used in this Addendum shall have the meanings ascribed thereto in Article XII hereof or in Exhibit A to the Agreement.

I. Term

This Addendum shall be effective upon the Addendum Effective Date and shall continue for the remaining Term of the Agreement.

II. Program Description

The Programs covered by this Addendum include any and all credit bearing education programs and courses of the Institution. The Institution affirms that Students from the Partner List who express interest in returning to a program or course of study, but who may not wish to return to their Originating Institution, will be presented with a list of university and educational options for consideration. The Originating Institution and Network Partner Institutions will be among the options presented to the Returning Students by ReUp for consideration. Other institutions may also be among the options. Returning Students who indicate interest in evaluating options other than the Originating Institution will sign the FERPA CONSENT TO RELEASE AND RE-DISCLOSE STUDENT INFORMATION AND COMMUNICATIONS OPT-IN (the "Consent Agreement"). Institution acknowledges that ReUp may use and redisclose Student Data for any Returning Student who has provided consent in order to provide the Returning Student with educational options that the student has shown interest in, including but not limited to Network Partner Institutions, should that Student sign the Consent Agreement. The Institution and ReUp mutually agree that ReUp is permitted to use and redisclose Student Data to third parties with the student's consent and no other consent is required from the Institution under these circumstances. ReUp shall be solely liable for the proper use of such data and indemnify Institution in the event of any alleged confidentiality breach arising from such use.

The Institution affirms that ReUp has full discretion in providing information about other universities or programs for Students to evaluate. Institution affirms that ReUp has permission to provide information upon request to Students who express an interest in learning about additional educational options. In the event that the Student has indicated interest in other educational options (such as Network Partner Institutions), the Returning Student will be identified as a "**Transfer Student**." The Institution affirms that Transfer Students may request their official academic transcript, and the Institution shall release the transcript in accordance with standard institutional policies and procedures, in order to apply to other Network Partner Institutions, and shall follow Institution policies for such processes.

ReUp will retain all Student Data in ReUp's possession or control that ReUp receives from Institution and Student under this Agreement for Students who sign the Consent Agreement, as permissible by Law.

III. Participating Institutions' Roles and Responsibilities

Transfer Students may choose to apply for a transfer application from the Originating Institution to another Network Partner Institution. ReUp will work with the Transfer Students to evaluate the Originating Institution program and credits, assist with identifying which Network Partner Institution credits will be accepted for transfer, and to manage the process of transfer and acceptance. It is understood that the receiving institution retains the right to make final decisions regarding the transferability of credits. If the Institution is a part of a compact or statewide course numbering system or other program to facilitate transfer of credit ("Credit Transfer Program"), this will be identified to ReUp at the time of signing this Network Addendum or at any point thereafter that the Institution begins participation in a Credit Transfer Program, within a week of becoming a participant.

IV. Fees, Invoicing and Payment

Institution shall collect all tuition and fees owed to it for or in connection with the Programs payable by the Transfer Students.

As consideration for Services described in part VI, below, for each Transfer Student that enrolls with Institution, Institution shall pay ReUp, for each semester in which such Transfer Student enrolls in any Program courses (i.e., for the first semester in which such Transfer Student re-enrolls in any Program courses and for each subsequent semester, until such Transfer Student graduates or permanently withdraws from the Programs) a fee equal to thirty percent (30%) of the Net Tuition Revenue from all Transfer Students for such semester. Rate to be adjusted to twenty-seven percent (27%) upon successful completion of Illinois Community College Board (ICCB) Consortial Agreement to include 5 or more participating colleges. Adjustment will be made prior to next immediate enrollment census date cycle. For the avoidance of doubt, such fee shall be payable for each semester until such Transfer Student graduates or permanently withdraws from the Programs, even if the term of this Addendum and/or the term of the Agreement has expired or this Addendum and/or the Agreement has been terminated. All such fees shall be paid in U.S. dollars, and such payments shall be made by Institution to ReUp via ACH or wire transfer in each case within forty-five (45) days of Institution's receipt of the applicable invoice from ReUp. Failure to pay an invoice within forty-five (45) days shall result in an interest charge of 1.5% per month (or, if lower, the highest interest charge permissible under Law). The Services shall be invoiced in a manner which reflects the bundled nature of the Services (e.g., there shall be no separate invoicing/itemization of, and no separate payment for, student recruitment services; rather, the Services shall be invoiced/presented, and paid for, in a collective/bundled manner). No termination or expiration of the Agreement and/or this Addendum shall relieve Institution or ReUp of any obligation arising from or relating to any Services performed prior to such termination or expiration, or any other obligation that is intended to survive such termination or expiration. This part IV shall survive the termination or expiration of the Agreement and/or this Addendum.

ReUp Shall be entitled to provide services, including coaching, to Students and continue to use Student Data for twelve (12) months following the expiration or termination of this PTS and/or the use of the Agreement for any purpose permissible under applicable Laws.

V. Reporting

For each academic term and within fifteen (15) days of the census date for such academic term, Institution shall provide to ReUp a written report that includes information sufficient to determine the amounts payable to ReUp under this Addendum in respect of that academic term. Without limitation, each such report shall present, for the applicable academic term, the name and student ID as well as the ReUp ID of each Transfer Student that is enrolled in any program(s) or course(s) of Institution in that academic term and the Net Tuition Revenue from each such Transfer Student for that academic term. Such report shall also include such additional information as ReUp may reasonably request from time to time. This part V shall survive the termination or expiration of the Agreement and/or this Addendum, including at least for so long as any payment obligations remain under this Addendum.

ReUp will provide regular statements of where Institution's Returning Students have transferred and enrolled to the extent allowable by law or by consent of the student.

VI. Services

<u>ReUp Services</u>. In accordance with the terms and provisions of the Agreement and this Addendum, ReUp undertakes to provide the following Services in the areas of marketing, enrollment application assistance, recruitment services, course support, technology, coaching, and career counseling, which are bundled and interrelated:

- A. Meet with the Institution's representatives at an implementation meeting to review the Network implementation process. Such meeting may occur in person or via Zoom, at the discretion of Institution.
- B. Provide Students with assistance, as an institutional service, related to identifying educational opportunities, transfer of enrollment, and evaluation of institution options, including course support, technology support, career counseling, and assistance with enrollment application.
- C. Undertake a review of Transfer Student implementation process (within 30 days) to ensure that ReUp team members follow policies, procedures, and communication protocol in accordance with Institution's preferences as they relate to transfer student evaluation, application and enrollment.
- D. Utilize Partner Lists to locate Transfer Stopouts.
- E. ReUp records calls during its pre-enrollment, enrollment, and post-enrollment interactions with students. ReUp then uses Artificial Intelligence ("AI") to analyze and score student/coach human interactions. The AI allows ReUp to identify trends across student populations, ensures high quality conversations are occurring and identifies the messages that resonate with students. That data is then incorporated into our predictive analytics model to help ensure continuous improvement. AI feedback is also used to continuously improve coaching performance to ensure that students persist through graduation.

Pre-transfer and Transfer Services

- F. Utilize predictive analytics algorithms to identify the students who have the highest likelihood of engagement, re-enrollment, and persistence.
- G. Proactively reach out to and communicate directly with former students from the Partner List(s) through targeted outreach campaigns, including phone calls by coaches, social media outreach, SMS campaigns, and email.
- H. Utilize best-in-class marketing and engagement techniques and leverage multichannel engagement to market the Program(s) to, and connect with, students via the appropriate and preferred communication channel for the contact. Multiple communication engagements (e-mail and SMS messages) may reflect broad message themes or may be personalized by human coaches depending on the status of the student in the funnel and the situation at hand; human intervention is used to engage students with deeper level conversations about their motivations to return to school and their barriers to re-entry.
- I. Utilize predictive analytics algorithms to identify the best method, time of day, and day of the week to contact students during the enrollment and re-engagement process.
- J. ReUp uses a proprietary coaching model and observation framework that ensures each coaching call meets ReUp standards, while also motivating students and helping them define their educational goals. This coaching rubric assesses value-added discussion points which include but are not limited to: assessing drop-out barriers; motivations to return; potential obstacles to degree completion; and identifying support systems to assist in preparation for transfer.
- K. ReUp coaches provide enrollment application assistance and disseminate information about application deadlines and requirements and the Institution's transfer policies and procedures; they help to screen information about whether the prospective student meets the transfer requirements of the Institution; answer questions about eligible transfer credit application; and can follow up with the Institution to determine status of transfer applications. This information can be delivered to ReUp systems via integration or data exchange.

Post-Transfer, Post-Enrollment Services

- O. Utilize predictive analytics algorithms to identify the students who require additional counseling and other support services to assist in their persistence to graduation.
- P. Utilize predictive analytics algorithms to identify the best method, time of day, and day of the week to contact students to continue the engagement process and provide support service.
- Q. Utilize best-in-class techniques and leverage multi-channel engagement to connect with students via the appropriate and preferred communication channel for the contact. Multiple communication engagements (e-mail and SMS messages) may reflect broad message themes or may be personalized by human coaches depending on the level of support needed by the student to meet challenges faced in school and address potential barriers to graduation.
- R. ReUp uses a proprietary coaching model and observation framework that ensures each coaching call meets ReUp standards and provides value added discussion

- points for the student which include but are not limited to: assessing potential obstacles to degree completion and identifying support systems to assist in and improve the transfer process, student retention, and graduation.
- S. ReUp coaches provide assistance and disseminate information about the Institution's policies, procedures, deadlines, requirements, course registration, academic standing, available non-classroom Institutional resources and support services. This information can be delivered to ReUp systems via integration or data exchange.
- T. ReUp coaches serve as ombudsmen and provide general student counseling, career counseling, financial literacy counseling, budgeting, and disseminate information about available academic support services aimed at student retention and graduation.
- U. ReUp coaching provides Transfer Students a motivation and accountability framework for Transfer Students to organize their commitments, set goals, manage their time, address professional commitments, evaluate institutional satisfaction and navigate set-backs and hardships. ReUp provides focused, proactive support designed to help ensure that students do not just transfer and enter school, but that they persist and graduate.

<u>Institution Services</u>. In accordance with the terms and provisions of the Agreement and this Addendum, Institution undertakes to provide the following services:

- A. Have and maintain all necessary approvals (including Educational Approvals) required for the transfer, courses, and/or programs offered.
- B. Provide ReUp with access to daily updates to student information and other information requested by ReUp, including, but not limited to, Student Data, to perform its obligations under the Agreement.
- C. Institution will assist and/or facilitate obtaining the Consent Agreement from the students at the request of ReUp.
- D. Provide ReUp a decision regarding transfer status within ten (10) business days of the Student's enrollment agreement including, but not limited to, number of credits, transferability of credits, financial aid, etc. Institution will be solely responsible for the administration of all financial aid programs and will process all requests for aid in accordance with federal and state regulatory requirements. Institution shall establish tuition rates and program fees for the education programs offered by Institution.
- E. Train members of the ReUp team on transfer requirements, process, and other material aspects of the successful operation of the Institution.
- F. Institution shall at all times determine which students shall be enrolled at Institution.
- G. Employ (or designate) and retain a liaison officer to ReUp with respect to the Program and promptly notify the other Party of such a person or any replacement thereof.
- H. Provide contact information and access to school advisors and faculty if/when communication is required in order to best assist students.
- I. Forward all concerns regarding the Program and/or its Students to ReUp through the ReUp liaison officer. Institution shall oversee academic evaluation for all

students consistent with its accrediting agency standards and any governmental requirements. Institution shall, at its sole discretion, determine satisfaction of Institution's degree requirements, determine satisfactory academic progress, handle student appeals, address and resolve student complaints, administer student discipline, transcript grades, and confer all degrees.

- J. Institution shall be able to digitally enter a Transfer Student lead from the ReUp Network into Institution's Student Information System, Customer Relationship Management System, and/or Database (typically facilitated through a simple RFI "Request for information" web form / landing page, or a customized version of the student application).
- K. Institution shall be able to support all Transfer Student leads digitally entering the Institution's data systems to become associated with ReUp Network (typically through an affiliate code or flag added to the student record).
- L. Pass a ReUp unique identifier (alphanumeric) (ReUp ID) for each Transfer Student lead that enters the Institution's data systems through digital means, in order to facilitate easy entity resolution for reporting and billing.
- M. Able to deliver ongoing data updates from Institution's data systems to ReUp for all Transfer Student leads associated with ReUp Network as Transfer Students move through the process.
- N. Provide ReUp with an updated index of all programs offered to students for each semester that ReUp supports Transfer Students. Index shall include, but not limited to, degree, major, modality, financial aid offered, semester design, requirements, acceptance of transfer credits or credits for experience, and contact information for student support as well as supporting URL's for online access to information.
- O. Continue to provide ReUp applicable information on all new stopouts within fifteen (15) days of each census date of each academic term or semester as outlined in the core services Program Cooperation Agreement.
- P. Provide ReUp with high resolution logo(s) and if available, brand guidelines to be incorporated in all student communication.

VII. Pre-Implementation

Prior to the Addendum Implementation Date (defined below), the Parties will undertake the following activities:

- A. Mutually agree upon the timing for ReUp to send qualified transfer applicants to Institution for admission decisions and the turn-around time on said decision.
- B. Mutually agree upon the procedures for ReUp to ensure a smooth transition of Transfer Students to the Institution including processes, approvals and communication.
- C. Mutually agree upon the appropriate scope of communication with prospective Transfer Students to (i) ensure all communication accurately represents the Institution's Programs' components and services; (ii) ensure that the Institution's Programs are in compliance with Laws and accreditation standards; and (iii) provide Students with appropriate contact points for making inquiries, accessing services, and addressing issues related to the Institution's Programs.

VIII. Implementation

The Parties shall begin performing Services and pre-implementation activities on the Addendum Effective Date with a target projected launch date of February 28, 2025 (the "Addendum Implementation Date").

IX. Post-Implementation

Institution agrees to send Liaison or other ranking person to attend an annual convening if scheduled, to learn about the results, and share best practices with the Network Partner Institutions.

X. Other

The terms of this Addendum supersede the Program Cooperation Agreement in the event of a conflict between the two documents. Matters not specifically addressed in this Addendum shall be governed by the terms and conditions of the Program Cooperation Agreement.

XI. Definitions

When used in this Addendum, the following terms shall have the following meanings:

"Network Partner Institution" means any Institution offering a credential that is a part of the ReUp Network and has agreed to a writing substantially similar to this addendum.

"Partner List" means list(s) of former students provided by the Network Partner Institution(s) to locate "stopouts" (i.e., persons who have temporarily withdrawn from the Program(s) or who have delayed their pursuit of a Program).

"Returning Student" or "Returning Students" means any Students that re-enroll in any Program at any time with any assistance, aid or encouragement from ReUp's Services.

"**ReUp ID**" a ReUp unique identifier (alphanumeric) to identify Transfer Students sourced by ReUp.

"Transfer Stopouts" are stopouts who no longer wish to return to their original Institution.

"Transfer Student" or "Transfer Students" means any Students that transfer from an Institution to a Network Partner Institution to any Program at any time with any assistance, aid or encouragement from ReUp's Services.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Program Term Sheet through their duly authorized representatives.

REUP EDUCATION, INC.	Rock Valley College
Sign: DocuSigned by:	Sign:
Name: Terah Crews	Print:
Title: CEO	Title:
Date: 1/17/2025 2:26 PM PST	Date:

Informational Only

301 N Mulford Road, Rockford, IL 61114-5699 R©ckValleyCollege (815)921-7821 Toll-free (800)973-7821 www.rockvalleycollege.edu

TO: Rock Valley College Board of Trustees

VIA: Howard J. Spearman, Ph.D., President/CEO

Amanda Smith, Ed.D., Vice President Academic Affairs/CAO () **FROM:**

DATE: February 25, 2025

INFORMATION ITEM for FEBRUARY 25, 2025 BOARD MEETING:

Faculty entering upon tenure effective Academic Year 2025-2026:

In accordance with the Illinois Public Community College Act, 110 ILCS 805, Section 3B-2 https://law.onecle.com/illinois/110ilcs805/3B-2.html, the following probationary faculty members enter upon tenure effective with the 2025-2026 academic year:

- 1. David Dosier (E0510619) - Sociology
- 2. Christine Garbe (E0103378) - Nursing
- Joshua Glovinsky (E0328848) CIS 3.
- 4. Drew Hallam (E0462681) - Aviation Technology
- 5. Kari Hearns (E0098191) Nursing
- Amanda Hoffland (E0176644) Nursing
- Christopher Joyner (E0554030) Music 7.
- 8. Lindsey Kasten (E0278293) - Director of (Respiratory) Clinical Education / Full-Time Faculty
- Jennifer Kunkel (E0122720) CIS
- 10. Ethan Olson (E0383621) Aviation Technology
- 11. Yousra Salem (E0332180) Chemistry
- 12. Tombi Smith (E0361334) Nursing
- 13. Norbert Ziemer (E0361547) Mechatronics
- 14. Gwen Zimmerman (E0125706) Nursing

Probationary faculty members recommended for RETENTION FOR 3rd YEAR effective with the 2025-2026 academic year:

- 1. Matthew Cole (E0397865) Automotive Technology
- 2. Samantha Flygare (E0562695) Respiratory Care
- 3. Jonathan Cole Regnery (E0557755) Mathematics
- 4. Anthony Schiassi (E0555644) Aviation Technology

Probationary faculty members recommended for RETENTION FOR 2nd YEAR effective with the 2025-2026 academic year:

- Jonathan Devereueawax (E0360534) Economics 1.
- Clayton Duffy (E0453543) Business 2.
- Jennifer Freund (E0170935) Nursing
- Michael Kunz (E0409786) Aviation Technology
- 5. Beth Lipton (E0332068) - Chemistry
- 6. Gina McConoughey (E0513993) - Sociology
- Doreen Pierce (E0513993) Nursing 7.
- Atiya Roby (E0406687) Nursing

Finance Discussion: Board Liaison Trustee Gorski

Purchase Report-A - FY2025 Purchases

Recommendation: Board approval for items marked with an asterisk.

A. <u>HVAC Services – (Maintenance Services Plant Operations & Maintenance – Boiler</u> House)

Alpha Controls & Service LLC

Rockford, IL

\$37,100.00*(1) Not to exceed

1. This expense is for service, repairs, parts, and labor on the Multistack heat pumps related to the College's heating and cooling system. Alpha Controls provides the College's standard maintenance services for the Multistacks, and expenses do not usually exceed \$25,000 in a fiscal year. A leak in chiller number three and a resulting loss of 560 pounds of refrigerant increased the anticipated annual costs for these services. This is a not to exceed.

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption: Miscellaneous small commodity purchases or individual purchases under \$25,000.

FY2025 Budgeted Expense

B. <u>HVAC Upgrades – (Site improvements – PHS HVAC Upgrade)</u>

Johnson Controls Inc

Rockford, IL

\$302,000.00*(2) Not to exceed

2. This expense is for the upgrade to the existing Extended Application and Data Server for the JCI Metasys head-end system and the old network controllers. This upgrade is needed to ensure the head-end can communicate with the new HVAC equipment that is going in at the Downtown Campus. Johnson Controls Inc. is the sole proprietor of the Metasys system. This is not to exceed.

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption L: Contracts for goods or services which are economically procurable from only one source.

FY2025 Capital Expense

Purchase Report-A - FY2025 Purchases

C. <u>Furniture – (Office Equipment/Furniture – SC Furniture)</u>

Krueger International

Green Bay, WI

\$50,000.00*(3) Not to exceed

3. This expense is for furniture in Student Life spaces located in the Stenstrom Student Center (SSC). Some of the furniture in the student lounge and the Student Government office has become damaged and worn over twenty-one years and needs to be replaced. Krueger International (KI) provides the College's current standard for lounge furniture in the SSC. This request is a not to exceed.

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption L: Contracts for goods or services which are economically procurable from only one source.

FY2025 Budgeted Expense

D. Site Testing – (Site Improvements – Professional Services – Downtown West Project)

Testing Service Corporation

Carol Stream, IL

\$70,000.00*(4) Not to exceed

4. This expense is for testing services for the Downtown West Campus site. The work includes observation and testing of soils, concrete, and other aggregate materials and backfill placed and compacted in excavations as a result of the demolition of the former buildings at the site. Testing Service Corporation will provide fieldwork, laboratory services, consultation, and report preparation throughout the construction. This is a not to exceed.

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

FY2025 Capital Expense

Purchase Report-A - FY2025 Purchases

E.	Lighting S	<u>ystem Upgrade -</u>	<u>- (Other Capital Outla</u>	y – Starlight Theatre)

TBD \$TBD*(5)

5. This expense is for the first of a three-phase project to replace the entirety of the architectural lighting system in the Bengt Sjostrom Theatre (BST). Phase 1 will replace elements of the lighting system that are failing. Bid #25-02 BST LED Lighting Upgrade Phase 1 will be opened on February 11, 2025, and a recommendation must be brought to the February 25, 2025, Board in order for the work to be completed prior to the start of the 2025 performance season.

FY2025 Capital Expense

F. Online Communication – (Online Learning – Instructional Software)

Carahsoft Technology Group

Reston, VA

\$TBD*(6)

6. This expense is for the Zoom video conference platform licenses and services, which provide virtual meetings, webinars, and virtual rooms utilized by faculty for online instruction. The College's Zoom licenses will expire on March 1, 2025, and the expiring licenses' pricing structure is no longer offered for renewal. Carahsoft Technology Group, which is now the distributor for Zoom, is working on providing the College with quotes under a new pricing structure. An amount will be identified and brought to the Board on February 25, 2025, for approval before the licenses expire.

This is exempt from Bid under the Illinois State Statute (110 ILCS 805/3-27.1) Exemption F: Purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, and services.

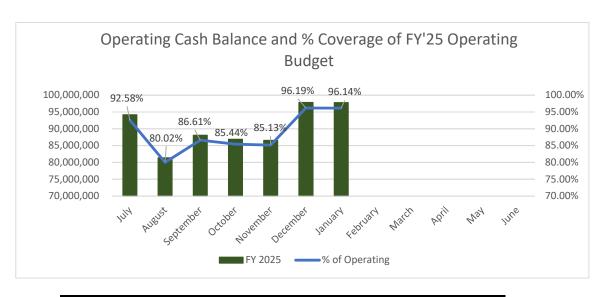
FY2025 Budgeted Expense	
	Howard J. Spearman, Ph.D. President
pard Approval:	

Secretary, Board of Trustees

ROCK VALLEY COLLEGE

Cash and Investment Report January 31, 2025

	Month End Balance	
Operating Cash Accounts	C 00F C10	
Illinois Bank & Trust	6,805,619 11,288,733	
PMA Operating Cash Petty Cash	3,965	
ISDLAF*	15,709,840	
	13,703,010	22 909 156
Total Operating Cash:		33,808,156
Operating Investments Accounts		
PMA Operating	42,802	
ISDLAF*	1,258,065	
CD's and CDARS	44,996,234	
Treasuries	14,937,805	
ISDLAF Term Series	2,750,000	
Total Operating Investments:		63,984,906
Total Operating Cash & Investments:		97,793,062
Total Operating Cash and Investments on December 31, 2024		97,836,468
Total Operating Cash and Investments on January 31, 2025		97,793,062
Total Operating Cash and Investments on January 31, 2024		89,622,418
% of Operating Budget		96.14%
	2024	
Change in Operating Cash and Investments since December 31, *Illinois School District Liquid Asset Fund	, 2024	(43,406)
	Month End Palanco	
	Month End Balance	
Working Cash Accounts		
Working Cash Accounts ISDLAF*	Month End Balance 2,358,893	
		2,358,893
ISDLAF*		2,358,893
ISDLAF*		2,358,893 2,314,953
ISDLAF* Total Working Fund Cash:		
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024		2,314,953
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025		2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024		2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund	2,358,893	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds	2,358,893 Month End Balance	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service	2,358,893 Month End Balance 63,118	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds	2,358,893	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service Life Safety	2,358,893 Month End Balance 63,118	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service Life Safety CDB Escrow	2,358,893	2,314,953 2,358,893
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service Life Safety CDB Escrow Building Funds Total Capital Funds:	2,358,893	2,314,953 2,358,893 43,940
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service Life Safety CDB Escrow Building Funds	2,358,893	2,314,953 2,358,893 43,940
Total Working Fund Cash: Total Working Cash Funds on December 31, 2024 Total Working Cash Funds on January 31, 2025 Change in Working Cash Funds since December 31, 2024 *Illinois School District Liquid Asset Fund Capital Funds Debt Service Life Safety CDB Escrow Building Funds Total Capital Funds:	2,358,893	2,314,953 2,358,893 43,940 23,489,305



Month / Year	Cash & Investments	Capital	Total
January 2025	97,793,062	23,489,305	121,282,368
January 2024	89,622,418	12,080,229	101,702,648
December 2024	97,836,468	22,888,518	120,724,986
December 2023	86,619,649	12,022,984	98,642,633
November 2024	86,593,948	34,956,285	121,550,233
November 2023	87,396,331	20,349,393	107,745,724
October 2024	86,909,426	36,439,132	123,348,557
October 2023	86,279,617	20,962,436	107,242,052
September 2024	88,096,984	36,073,771	124,170,755
September 2023	88,021,757	19,753,543	107,775,300
August 2024	81,392,300	31,630,251	113,022,551
August 2023	85,365,989	18,758,217	104,124,206
July 2024	94,170,928	18,966,575	113,137,503
July 2023	82,104,819	17,993,199	100,098,019
June 2024	95,190,321	18,733,561	113,923,882
June 2023	83,887,036	16,942,490	100,829,526
May 2024	87,363,344	13,008,319	100,371,663
May 2023	76,503,790	13,085,170	89,588,960
April 2024	86,332,941	12,124,823	98,457,764
April 2023	75,375,546	11,330,563	86,706,108
March 2024	86,836,088	12,144,016	98,980,104
March 2023	76,720,650	11,325,913	88,046,563
February 2024	88,191,264	12,055,291	100,246,555
February 2023	73,535,274	11,506,241	85,041,515
January 2024	89,622,418	12,080,229	101,702,648
January 2023	76,505,959	11,467,053	87,973,012

3301 North Mulford Road Rockford, IL 61114

State of Illinois

Rock Valley College

Community College District 511

2nd Quarter Y-T-D Financial Report 12/31/2024

Submitted: February 11, 2025

Prepared by: Ellen Olson, Vice President of Finance and Chief Financial Officer

Presented by: Ellen Olson, Vice President of Finance and Chief Financial Officer

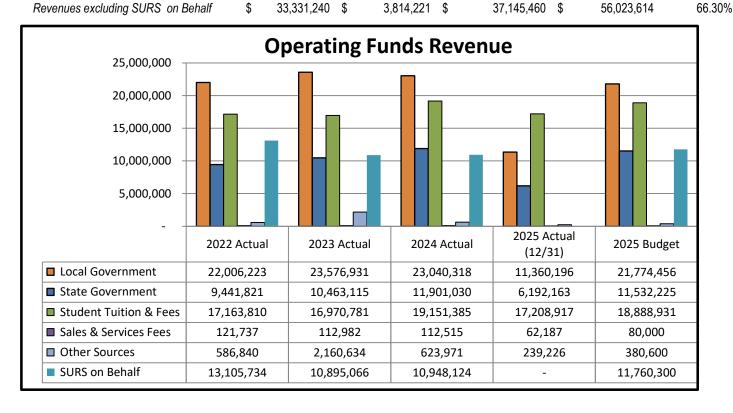


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Operating Funds (01 & 02)	2-5
Auxiliary Fund (05)	6
Payroll Vital Signs	7-8
Health Care Vital Signs	9-10

Rock Valley College FY25 Operating Funds 2nd Qtr Y-T-D

Operating (Funds 01 & 02)

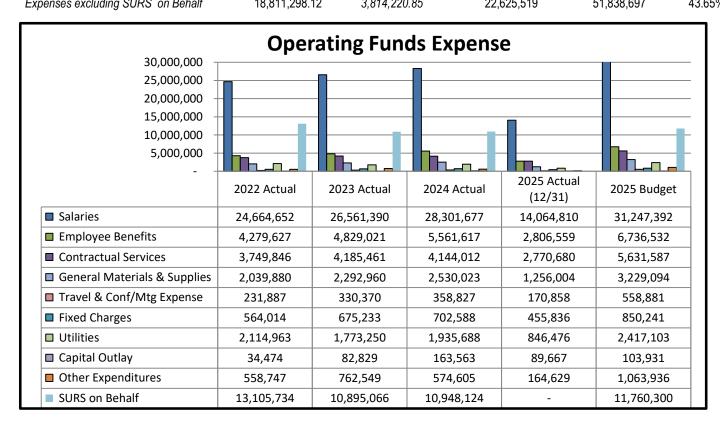
	Revenues by Source		Fund 01 Actual 12/31/2024		Fund 02 Actual 12/31/2024	C	Total Operating Revenue 12/31/2024	Ор	2025 erating Revenue Budget	% Actual to Budget
41	Local Government	\$	9,558,386	\$	1,801,810	\$	11,360,196	\$	21,774,456	52.17%
42	State Government		5,712,907		479,255		6,192,163		11,532,225	53.69%
43	Federal Governmental		-		-		-		-	
44	Student Tuition & Fees		16,265,379		943,538		17,208,917		18,888,931	91.11%
45	Sales & Services Fees		62,187		-		62,187		80,000	77.73%
46	Facilities Revenue		-		483,889		483,889		793,630	60.97%
47	Investment Revenue		1,435,066		1,625		1,436,690		2,195,010	65.45%
48	Gifts, Grants, & Bequests		162,193		-		162,193		378,762	42.82%
49	Other Sources		135,122		104,104		239,226		380,600	62.86%
	SURS on Behalf		-		-		-		11,760,300	0.00%
	Total Revenues	\$	33,331,240	\$	3,814,221	\$	37,145,460	\$	67,783,914	54.80%
	Developed a valuation CUDC on Dahalf	φ.	22 224 240	Φ.	2 044 224	Φ	27 445 460	Φ	EC 000 C14	CC 200/



Rock Valley College FY25 Operating Funds 2nd Qtr Y-T-D

Operating (Funds 01 & 02)

	Expenses by Source		Fund 01 Actual penses by Source 12/31/2024		Fund 02 Actual 12/31/2024		Total Operating Expense 12/31/2024		2025 perating Expense Budget	% Actual to Budget
51	Salaries	\$	12,735,983	\$	1,328,827	\$	14,064,810	\$	31,247,392	45.01%
52	Employee Benefits		2,538,755		267,804		2,806,559		6,736,532	41.66%
53	Contractual Services		1,926,229		844,450		2,770,680		5,631,587	49.20%
54	General Materials & Supplies		1,035,090		220,914		1,256,004		3,229,094	38.90%
55	Travel & Conf/Mtg Expense		167,455		3,403		170,858		558,881	30.57%
56	Fixed Charges		218,952		236,884		455,836		850,241	53.61%
57	Utilities		2,452		844,024		846,476		2,417,103	35.02%
58	Capital Outlay		21,926		67,741		89,667		103,931	86.28%
59	Other Expenditures		164,456		173		164,629		1,063,936	15.47%
	SURS on Behalf		-		-		-		11,760,300	0.00%
	Total Expenses	\$	18,811,298	\$	3,814,221	\$	22,625,519	\$	63,598,997	35.58%
	Expenses excluding SURS on Behalf		18,811,298.12		3,814,220.85		22,625,519		51,838,697	43.65%



Other Financing Sources (Uses)	Fund 01 Actual 12/31/2024	Fund 02 Actual 12/31/2024	Ol	Total perating Expense 12/31/2024	Оре	2025 erating Expense Budget	% Actual to Budget
Transfers from Other Funds							
Transfer to Other Funds	(15,000,000)			(15,000,000)		-	N/M
Total Other Financing Sources	\$ (15,000,000)	\$ -	\$	(15,000,000)	\$	-	N/M
Total Expenses, Including Transfers	\$ 33,811,298	\$ 3,814,221	\$	37,625,519	\$	63,598,997	59.16%

Fund 01 Education-Detail

The Education Fund is established by Section 3-1 of the Public Community College Act. It is used to account for the revenues and expenditures of the academic and service programs of the college.

(Target % = 50%)

						(Target % = 50%)	
	FY2022	FY 2023	FY 2024	FY 2025 Actuals	% of 2024		% of 2025
	Actuals	Actuals	Actuals	(12/31/2024)	Actuals	FY 2025 Budget	Budget
<u>Revenue</u>							
Local Government	\$ 18,136,578	\$ 19,564,767	\$ 19,277,274	\$ 9,558,386	49.58%	\$ 18,299,315	52.23%
State Government	8,759,445	9,686,656	11,087,541	5,712,907	51.53%	10,724,050	53.27%
Federal Government	-	-	-	-		-	
Student Tuition & Fees	16,002,715	16,970,781	17,410,813	16,265,379	93.42%	15,540,072	104.67%
Sales & Service Fees	121,737	112,982	112,515	62,187	55.27%	80,000	77.73%
Facilities Revenue		-	-	-		-	
Investment Revenue	(20,405)	2,725,032	3,847,967	1,435,066	37.29%	2,061,540	69.61%
Gifts, Grants & Bequests	228,504	323,346	390,094	162,193	41.58%	378,762	42.82%
Other Revenue	369,383	1,864,879	377,768	135,122	35.77%	130,900	103.23%
SURS on Behalf	11,885,594	9,898,231	9,151,156	-	0.00%	10,745,403	0.00%
Total Revenue	\$ 55,483,551	\$ 61,146,676	\$ 61,655,128	\$ 33,331,240	54.06%	\$ 57,960,042	57.51%
	,,	, , , ,, ,	, , , , , , ,	,,,		, ,,,,,,	
Expenses							
Salaries	\$ 22,476,246	24,123,291	25,654,149	12,735,983	49.64%	\$ 28,550,788	44.61%
Employee Benefits	3,899,236	4,452,853	5,091,978	2,538,755	49.86%		41.09%
Contractual Services	2,209,868	2,391,346	2,405,617	1,926,229	80.07%	' '	54.97%
General Materials & Supplies	1,583,239	1,777,917	2,014,020	1,035,090	51.39%	, ,	40.81%
Travel & Conf/Meeting Exp	227,071	330,821	360,508	167,455	46.45%		30.36%
Fixed Charges	370,456	485,456	483,714	218,952	45.26%	,	37.06%
Utilities	6,471	7,928	7,437	2,452	32.98%	,	30.59%
Capital Outlay	34,474	37,844	113,247	21,926	19.36%	- / -	47.46%
Other Expenditures	554,735	761,049	575,588	164,456	28.57%	,	15.46%
SURS on Behalf	11,885,594	9,898,231	9,151,156	-	0.00%		0.00%
Total Expenses	\$ 43,247,390	\$ 44,266,736	\$ 45,857,413	\$ 18,811,298	41.02%		34.98%
Total Expenses	ψ 40,247,000	ψ 44,200,700	Ψ +0,007,+10	ψ 10,011,200	41.0270	ψ 00,770,120	34.30 /0
Contingona						4,184,917	
Contingency		-		-		4,104,917	
Other Financias Course (Uses)							
Other Financing Sources (Uses)							
Transfers from Other Funds	(40.074.005)	(4404=000)	(40.000.000)	(45.000.000)		-	
Transfer to Other Funds	(13,371,085)	(14,247,008)	(13,000,000)	(15,000,000)		-	
Total Other Financing Sources (Uses)	(13,371,085)	(14,247,008)	(13,000,000)	(15,000,000)		-	
- (5.6)							
Excess (Deficiency) of Revenues Over							
Expenditures and Other Sources (Uses)	\$ (1,134,924)	\$ 2,632,932	\$ 2,797,715	\$ (480,058)		\$ -	
Beginning Fund Balance	\$ 36,945,495	\$ 35,810,571	\$ 38,443,503	\$ 41,241,218		\$ 38,443,503	
Change in Fund Balance	(1,134,924)	2,632,932	2,797,715	(480,058)		-	
Ending Fund Balance	\$ 35,810,571	\$ 38,443,503	\$ 41,241,218	\$ 40,761,159		\$ 38,443,503	
•							

Fund 02 Operations & Maintenance-Detail

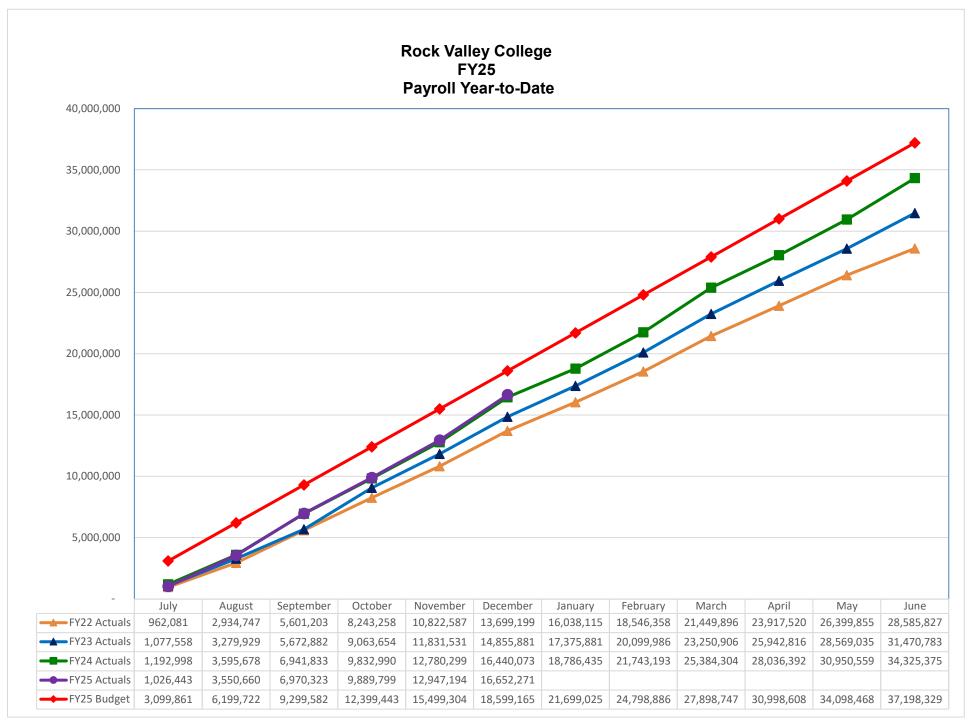
The Operations & Maintenance Fund is used to account for the expenditures for the improvement, maintenance, repair, or benefit of buildings and property, including the costs of interior decorating, installation and repair of fixtures, rental of building and property, payment of insurance premiums upon buildings, and utilities.

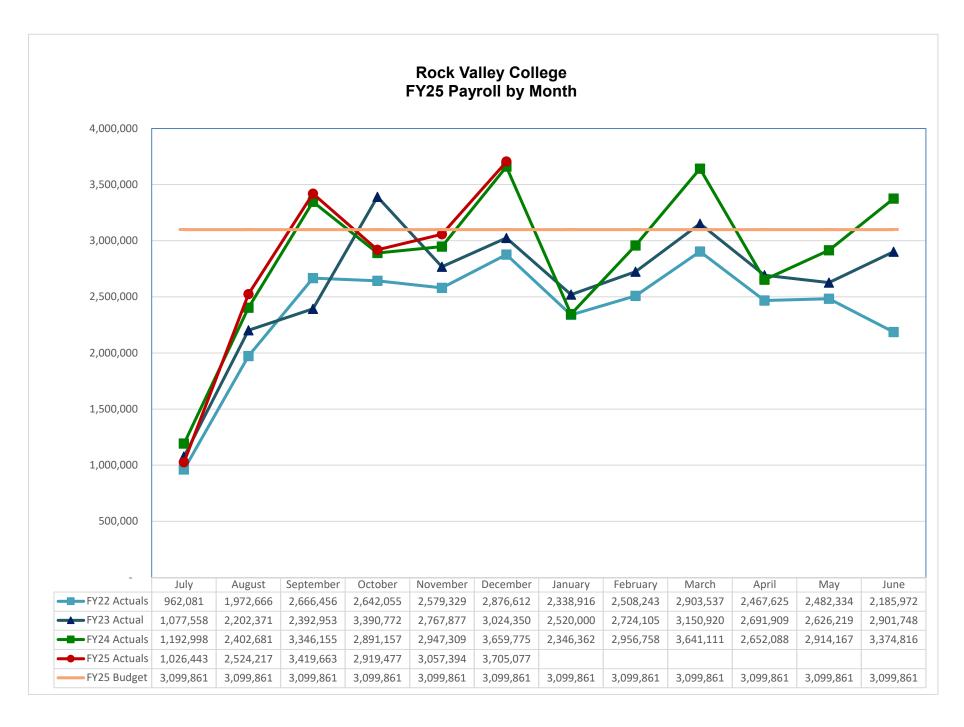
						(Target % = 50%)	
				FY 2025			
	FY2022	FY 2023	FY 2024	Actuals	% of 2024		% of 2025
	Actuals	Actuals	Actuals	(12/31/2024)	Actuals	FY 2025 Budget	Budget
_							
Revenue							
Local Government	\$ 3,869,644	\$ 4,012,164		\$ 1,801,810	47.88%		51.85%
State Government	682,376	776,459	813,489	479,255	58.91%	808,175	59.30%
Federal Government Student Tuition & Fees	1 161 005	- 1,045,767	- 1 740 F72	042 520	E4 040/	2 240 050	00.470/
Sales & Service Fees	1,161,095	1,045,767	1,740,572	943,538	54.21% N/M		28.17% N/M
Facilities Revenue	- 782,452	- 864,892	- 899,965	483,889	N/M 53.77%		N/M 60.97%
Investment Revenue	163,270	128,022	125,784	1,625	1.29%		1.22%
Gifts, Grants & Beguests	100,270	1,500	120,704	1,020	1.2370	100,470	1.22 /0
Other Revenue	217,456	295,755	246,203	104,104	42.28%	249,700	41.69%
SURS on Behalf	1,220,140	996,835	1,002,541	-	0.00%	,	0.00%
Total Revenue	\$ 8,096,435	\$ 8,121,393		\$ 3,814,221	44.39%		38.83%
Total Nevenue	Ψ 0,000,400	Ψ 0,121,000	Ψ 0,001,000	Ψ 0,014,221	44.0070	Ψ 0,020,072	00.0070
Expenses							
Salaries	\$ 2,188,406	\$ 2,438,099	\$ 2,670,243	\$ 1,328,827	49.76%	\$ 2,696,604	49.28%
Employee Benefits	380,390	376,168	469,639	267,804	57.02%		47.97%
Contractual Services	1,539,978	1,794,115	1,738,395	844,450	48.58%	,	39.69%
General Materials & Supplies	456,641	515,043	516,004	220,914	42.81%	, ,	31.88%
Travel & Conf/Meeting Exp	4,816	(451)		,	-202.45%	•	46.33%
Fixed Charges	193,558	189,777	218,874	236,884	108.23%	·	91.28%
Utilities	2,108,493	1,765,322	1,928,252	844,024	43.77%		35.04%
Capital Outlay	-	44,985	50,316	67,741	134.63%	57,731	117.34%
Other Expenditures	4,013	1,500	(983)	173	-17.60%	-	N/M
SURS on Behalf	1,220,140	996,835	1,002,541	-	0.00%	1,014,897	0.00%
Total Expenses	\$ 8,096,435	\$ 8,121,393	\$ 8,591,598	\$ 3,814,221	44.39%	\$ 9,823,872	38.83%
Contingency		_		_		_	
contingency							
Other Financing Sources (Uses)							
Transfers from Other Funds						-	
Transfer to Other Funds		-		-		-	
Total Other Financing Sources (Uses)	-	-		-		-	
Excess (Deficiency) of Revenues Over							
Expenditures and Other Sources (Uses)	\$ -	\$ -	\$ (0)	\$ (0)		\$ -	
F = 1	7	7	÷ (0)	÷ (0)		•	
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -		\$ -	
Change in Fund Balance	-	-	(0)	(0)		-	
Ending Fund Balance	\$ -	\$ -	\$ (0)			\$ -	
					•		

Fund 05 Auxiliary Enterprises-Detail

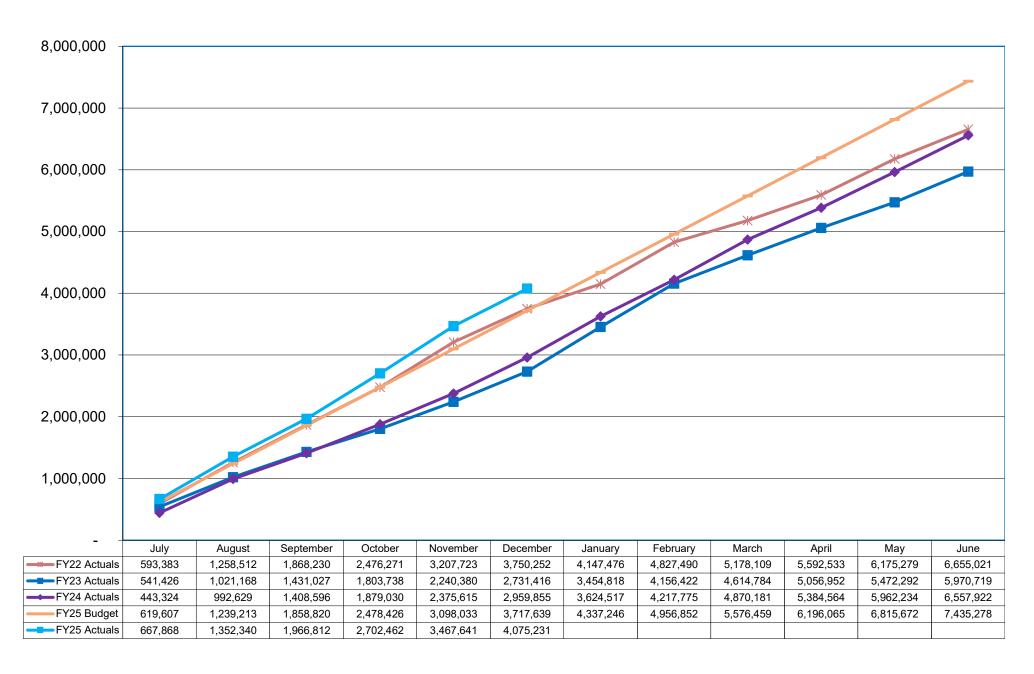
The Auxiliary Enterprises Fund is established by Section 3-31.1 of the Public Community College Act. It is used to account for college services where a fee is charged and the activity is intended to be self-supporting. Accounts in this fund include food services, student stores, and intercollegiate athletics.

						#SPILL!	
				FY 2025			
	FY 2022	FY 2023	FY 2024	Actuals	% of 2024		% of 2025
	Actuals	Actuals	Actuals	(12/31/2024)	Actuals	FY 2025 Budget	Budget
Parameter							
Revenue	•	•	•	•		•	
Local Government	\$ -	\$ - 52.220	\$ -	\$ -	N/M	5 -	N/M
State Government Federal Government	-	52,229	-	-	N/M	-	N/M
Student Tuition & Fees	- 1,715,671	- 1,761,238	- 1,946,088	1,614,321	N/M 82.95%	2,509,385	N/M 64.33%
Sales & Service Fees	1,039,309	1,701,230	1,376,676	821,376	59.66%	1,734,788	47.35%
Facilities Revenue	1,039,309	1,200,991	1,370,070	021,370	59.00% N/M		47.35% N/M
Investment Revenue			_	_	N/M		N/M
Gifts, Grants & Bequests	1,785	2.744	1,855	1,380	74.39%	4,350	31.72%
Other Revenue	989,721	369,150	426,085	161,660	37.94%	*	27.79%
SURS on Behalf	800,498	665,008	688,228	-	0.00%	*	0.00%
Total Revenue	\$ 4,546,985	\$4,059,366	\$4,438,932	\$ 2,598,737	58.54%		44.52%
		, , ,	, , ,	. , ,		, ,	
<u>Expenses</u>							
Salaries	\$ 2,020,432	\$ 2,226,594	\$ 2,384,467	\$1,111,263	46.60%	\$ 2,677,272	41.51%
Employee Benefits	340,161	465,120	451,403	223,753	49.57%	550,502	40.65%
Contractual Services	341,250	323,345	437,518	285,586	65.27%	636,502	44.87%
General Materials & Supplies	329,292	441,068	422,566	239,813	56.75%	602,173	39.82%
Travel & Conf/Meeting Exp	219,063	229,923	425,389	166,139	39.06%	285,855	58.12%
Fixed Charges	11,870	4,230	3,295	645	19.58%	8,600	7.50%
Utilities		647	960	480	50.00%	-	N/M
Capital Outlay	5,299	-	-	-	N/M		N/M
Other Expenditures	572,283	775,524	857,649	577,520	67.34%		51.86%
SURS on Behalf	800,498	665,008	688,228	-	0.00%		0.00%
Total Expenses	\$ 4,640,148	\$ 5,131,459	\$ 5,671,475	\$ 2,605,199	45.94%	\$ 6,882,135	37.85%
Other Financing Sources (Uses)							
Transfers from Other Funds	_	1,000,000	2,000,000	3,750,000			
Transfer to Other Funds	_	1,000,000	2,000,000	5,750,000		_	
Total Other Financing Sources (Uses)	\$ -	\$1,000,000	\$2,000,000	\$3,750,000		\$ -	
Total Other Financing Sources (Oses)	Ψ -	ψ 1,000,000	ψ 2,000,000	φ 3,7 30,000		Ψ -	
Excess (deficiency) of revenues over							
expenditures and other sources (uses)	\$ (93,163)	\$ (72,093)	\$ 767,457	\$ 3,743,538		\$ (1,044,359)	
	, (,)	. (,)	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , ,		(, , , , , , , , , , , , , , , , , , ,	
Beginning Fund Balance	\$ 131,475	\$ 38,311	\$ (33,782)			\$ 733,675	
Change in Fund Balance	(93,163)	(72,093)	767,457	3,743,537		(1,044,359)	
Ending Fund Balance	\$ 38,311	\$ (33,782)	\$ 733,675	\$4,477,213		(310,684)	

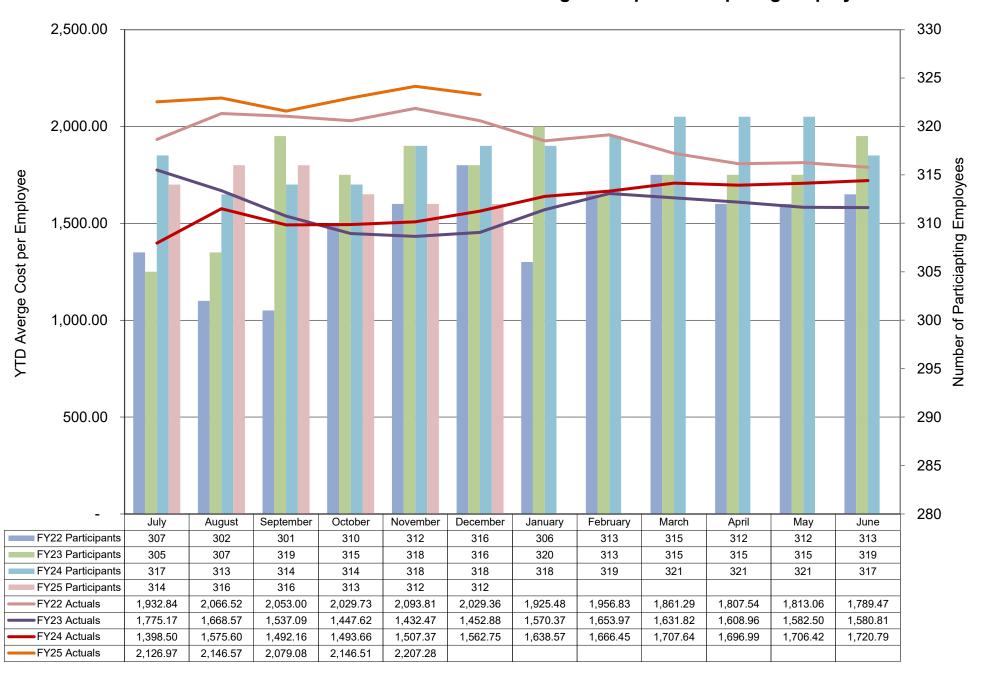




Rock Valley College Health Care Costs - Year-To-Date



Rock Valley College Health Care Costs - Year-To-Date Average Cost per Participating Employee



Informational Only

Rock Valley College Quarterly Purchase Activity Report 2nd Quarter FY2025 Items between \$10,000 to \$25,000

New Blanket Purchase Orders

BPO#	BPO Date	Vendor Name	Fund	Original Amount
B0012136	10/7/2024	Hurst Review Services Inc	06	14,022.00
B0012137	10/7/2024	Testing Service Corporation	03	15,800.00
B0012138	10/7/2024	Southern Illinois University Carbon	06	15,215.00
B0012141	10/15/2024	Krueger International	02	18,512.24
B0012145	10/23/2024	John Morrissey Accountants Inc	06	14,175.00
B0012160	12/6/2024	Jostens Inc	01	22,920.65

Amended Blanket Purchase Orders

						BPO Maintenance
BPO #	BPO Date	Vendor Name	Fund	Original Amount	BPO New Total	Date
B0011895	7/29/2024 Alp	ha Controls & Service LLC	02	10,000	19,500.00	12/05/2024
B0011896	7/29/2024 Gra	inger	02	10,000	17,000.00	12/10/2024

New Purchase Orders

PO #	PO Date	Vendor Name	Fund	Amount
P0050058	10/7/2024 Bla	ckboard Inc	01	15,450.00
P0050075	10/14/2024 Sou	und Incorporated	02	12,567.00
P0050074	10/14/2024 Mu	sic Theatre International	05	21,668.75
P0050144	10/24/2024 Cou	urseArc, LLC	06	10,250.00
P0050145	10/24/2024 Mu	sic Theatre International	05	17,877.50
P0050146	10/24/2024 Cor	ncord Theatricals Corp	05	21,982.50
P0050160	10/28/2024 Din	ges Fire Company	06	13,940.96
P0050182	11/4/2024 Sjo	strom & Sons Inc	02	15,510.00
P0050194	11/6/2024 Ind	eed, Inc.	01	15,000.00
P0050226	11/14/2024 Am	erican Assn of Comm College	01	11,158.00
P0050260	11/21/2024 Cha	arles Schwab	31	22,762.18

P0050357 12/17/2024 BetterMynd Inc 06 17,500.00

Amended Purchase Orders

						PO Maintenance
PO#	PO Date	Vendor Name	Fund	Original Amount	PO New Total	Date

None to report

Operations Discussion: Board Liaison Trustee Kennedy

Personnel Report

Recommendation:	The Board	of Trustees	approves the	e following	personnel actions
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A. Appointments

Stephen Brown, Executive Director of Assessment and Accreditation, Full-time, ADM, Grade R, \$80,000, effective March 24, 2025.

B. Departures

Lvnn Fischer-Carlson,	Art Professor	Full-time Faculty	is retiring e	ffective Mar	v 31 2025
Lymn rischer-Carison, A		i un-unic i acuity	. 15 101111112 0	i i ccti v c ivia	v .) I . ZUZJ

		Howard J. Spearman, Ph.D. President	
		Tresident	
Board Approval:	Sagratamy Dagud of Travetors		
	Secretary, Board of Trustees		

Sale of 0.006 Acres of 705 Green Street, Rockford, IL 61102 to Illinois Department of Transportation

Background:

Rock Valley College owns the property at 705 Green Street, Rockford, IL 61102, and is identified as PIN 11-22-404-003. The Illinois Department of Transportation (Division of Highways) ("IDOT") and the City of Rockford ("City"), acting through an intergovernmental agreement, seek to improve FAP Route 303 & 517, also known as U.S. Business Route 20, and Chestnut Street, Rockford, IL.

As part of the improvements, IDOT seeks to acquire 0.006 acres in the northeast corner of 705 Green Street, Rockford, IL 61102, which is adjacent to the intersection of Chestnut Street and Rockton Avenue (the "Property"). The College does not need the 0.006 acres for its use and supports the improvements to Chestnut Street.

In consideration of the transfer of the 0.006 acres, IDOT will pay the College \$650.00, which equates to \$108,333.33/acre. The City of Rockford's Engineering Division prepared the evaluation based on comparing four properties.

Recommendation:

It is recommended that the Board of Trustees approves the Resolution to Sell 0.006 Acres of 705 Green Street, Rockford, IL 61102, to the Illinois Department of Transportation (IDOT). **Attorney Reviewed**.

	Howard J. Spearman, Ph.D.
	President
Board Approval:	<u></u>
Secretary, Board of Trustees	

Attachments: Resolution to Sell 0.006 Acres of 705 Green Street, Rockford, IL 61102, to the Illinois Department of Transportation (IDOT); Exhibit A; Trustee's Deed (Individual) (Non-Freeway)

RESOLUTION TO SELL .006 ACRES OF 705 GREEN STREET, ROCKFORD, IL 61102 TO ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

- **WHEREAS**, the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson, and Ogle, State of Illinois (the "Board"), is the owner of the property located at 705 Green St., Rockford, IL 61102, and identified as PIN 11-22-404-003; and
- WHEREAS, the Illinois Department of Transportation (Division of Highways) ("IDOT") and the City of Rockford ("City"), acting through an intergovernmental agreement, seek to improve FAP Route 303 & 517, also known as U.S. Business Route 20, and Chestnut Street; and
- **WHEREAS**, as part of the improvements, IDOT seeks to acquire 0.006 acres in the northeast corner of 705 Green St. that is adjacent to the intersection of Chestnut Street and Rockton Avenue (the "Property"), for the planned road improvements as depicted on the Plat of Highway attached hereto as Exhibit A; and
- **WHEREAS**, the Board finds that the Property is not needed for community college purposes and that the planned road improvements would benefit the remainder of the College's Downtown Campus and
- **WHEREAS**, the Board is authorized, pursuant to Section 3-41 of the Public Community College Act, 110 ILCS 805/3-41, to sell the Property and
- **WHEREAS**, the Board has determined that it is in the best interest of Rock Valley College to sell the above-referenced Property as set forth herein.
- **NOW, THEREFORE BE IT RESOLVED** by the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois, as follows:
- **SECTION 1.** The preamble recitals of this Resolution are hereby adopted as if fully set forth herein.
- **SECTION 2.** The Board hereby approves the sale to IDOT of the Property described in the Plat of Highway attached hereto as <u>Exhibit A</u>.
- **SECTION 3.** The Board hereby approves the Deed in substantially the same form as attached hereto as Exhibit B and made a part hereof.
- **SECTION 4.** The Board hereby authorizes and directs its President and President's designee to execute the Deed and any and all other required documents and instruments and take any and all other required actions to complete this transaction.

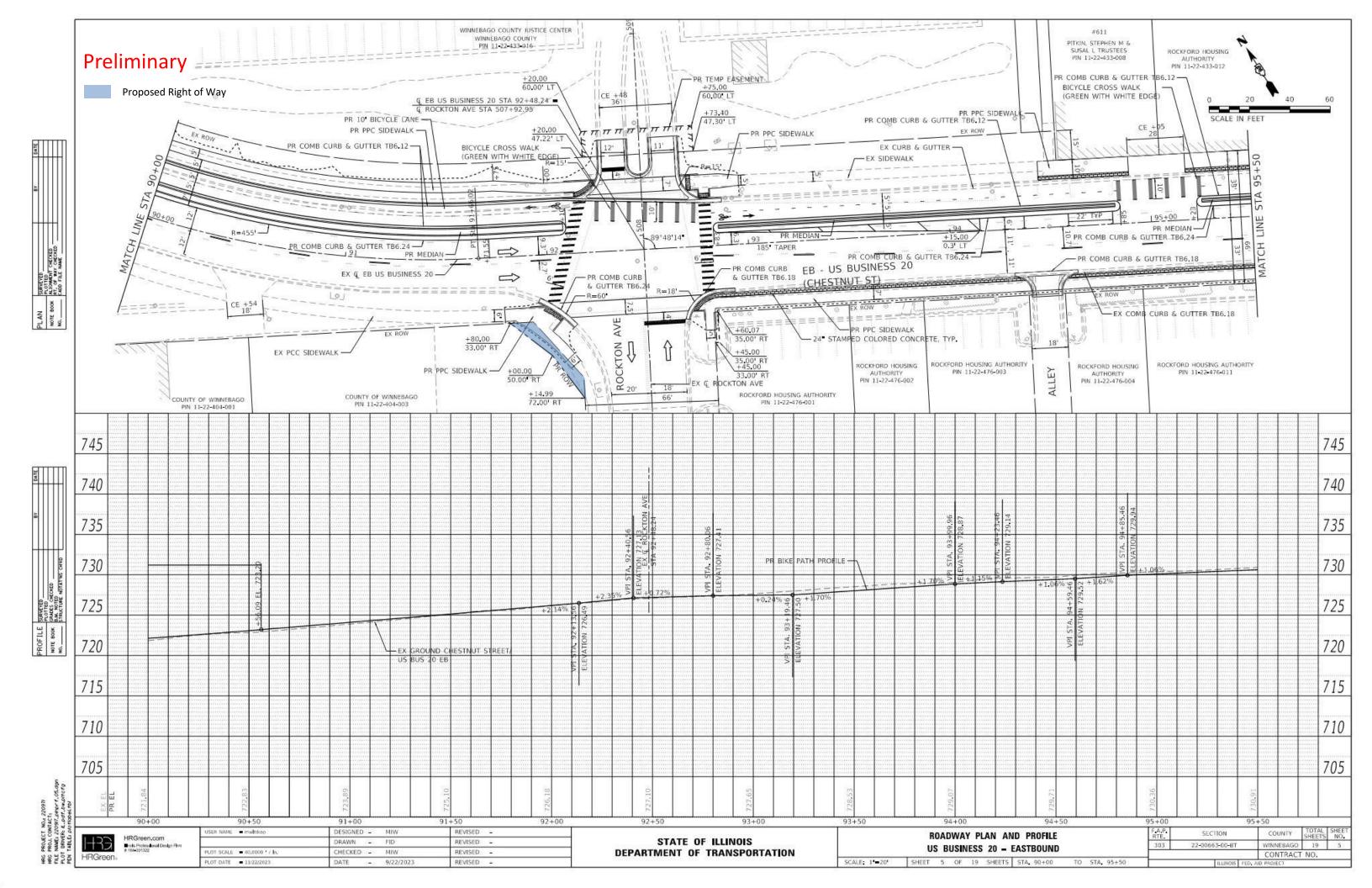
Adopted this 25th day of February 2025	by the following vote.
AYES:	
NAYS:	
ABSENT:	
ATTEST:	Chairperson, Board of Trustees
Secretary, Board of Trustees	

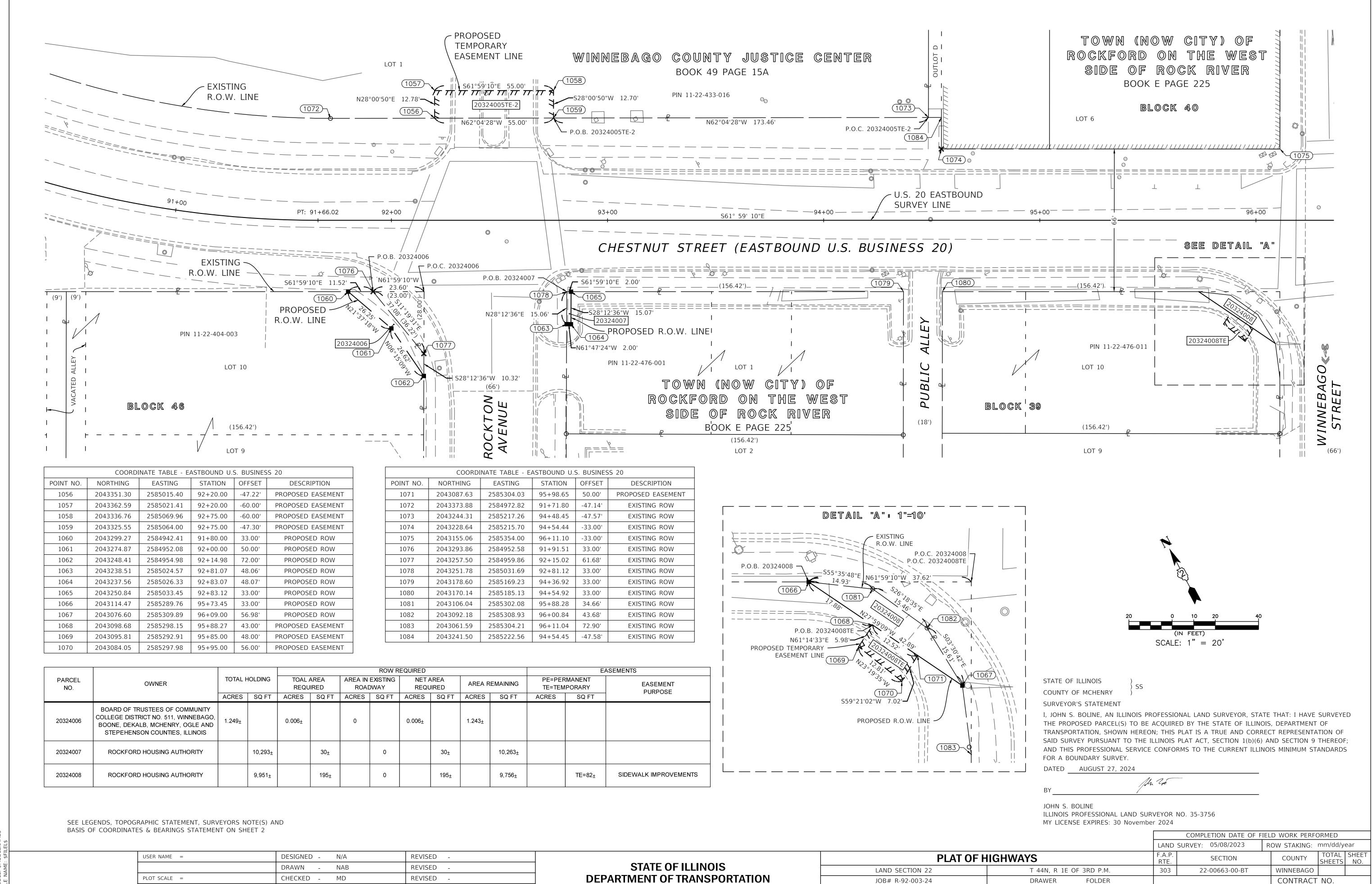
passage.

SECTION 5. This Resolution shall be in full force and effect immediately upon its

EXHIBIT 1

[Insert Purchase and Sale Agreement]





DRAWER

SCALE: 1'' = 20'

SHEET 7 OF 28 SHEETS

FOLDER

ILLINOIS FED. AID PROJECT

STA. 91+00 TO STA. 96+00

PLOT DATE =

DATE

02/29/2024

REVISED

Owner Board of Trustees of

Community College Dist 511

Address 705 Green Street

Rockford, Illinois 61102

Route FAP 303 & 517 (EB US Bus 20)

County Winnebago
Job No. R-92-003-24
Parcel No. 20324006
P.I.N. No. 11-22-404-003
Section 22-00663-00-BT
Project No. KAZD(909)
Station 91+80

 Station
 91+80

 Station
 92+15

 Contract No.
 85750

TRUSTEE'S DEED (Individual) (Non-Freeway)

Board of Trustees of Community College Dist 511, Winnebago, Boone, Dekalb, McHenry, Ogle, and Stephenson Counties, Illinois as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement (Grantor), in consideration of Six Hundred and Fifty and 00/100 Dollars (\$650.00), receipt of which is hereby acknowledged, grants, conveys and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), all existing legal and equitable rights of Grantor to the following described real estate:

That part of Lot 10 in Block 46 as designated upon the map of that part of the Town (now City) of Rockford, on the west side of Rock River, filed for record by John W. Leavitt, the plat of which is recorded in Book E of Deeds on Page 225 in the Recorder's Office of Winnebago County, Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.00000855, described as follows:

Commencing at the northeast corner of said Lot 10 being a point on the southerly line of Chestnut Street (FAP Route 303 (US 20)); thence North 61 degrees 59 minutes 10 seconds West on said southerly line, 23.60 feet to the Point of Beginning.

From said Point of Beginning; thence South 11 degrees 19 minutes 31 seconds East, 37.08 feet to the southeasterly line of said Lot 10; thence South 28 degrees 12 minutes 36 seconds West on said southeasterly line, 10.32 feet; thence North 06 degrees 15 minutes 09 seconds West, 26.62 feet; thence North 21 degrees 37 minutes 18 seconds West, 26.25 feet to the southerly line of Chestnut Street (FAP Route 303 (US 20)); thence South 61 degrees 59 minutes 10 seconds East on said southerly line, 11.52 feet to the Point of Beginning, containing 0.006 acre, more or less (area based on ground distances)

situated in the County of Winnebago, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does not possess rights of Homestead in the premises.

Page 1 of 3 (Rev. 11/11)

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Page 2 of 3 (Rev. 11/11)

	Dated this	day of		<u>,</u> 2025.
Ву:	Signatur	e of Trustee	Ву:	Signature of Trustee
	Print N	ame		Print Name
State Count) :	ss		
by _		was acknowledged		
(SEAL	-)			Notary Public
			Му Со	mmission Expires:
Exem	ot under 35 ILCS	200/31-45(b), Real E	state Transfer	Tax Law.
	Date		Buyer,	Seller or Representative
		pared by and after ument and future tax	c bills to:	Illinois Department of Transportation ATTN: Bureau of Land Acquisition 819 Depot Avenue Dixon, Illinois 61021

Review of the Memorandum of Understanding (MOU) Between Rock Valley College and the Rock Valley College Foundation

Background:

Rock Valley College and the Rock Valley College Foundation entered a revised Memorandum of Understanding (MOU) on December 13, 2022, (BR#7999), providing a biennial review process.

The Rock Valley College Foundation solicits, receives, manages, and dedicates funds and property for the use and benefit of Rock Valley College and to support its educational mission.

The Foundation continues to provide valuable support to Rock Valley College and its students, and Rock Valley College provides personnel and other administrative support to permit the Foundation to carry out its charitable purposes.

Rock Valley College and the Foundation wish to continue this relationship and believe it is in the best interest of both parties to document the respective rights, responsibilities, and obligations of Rock Valley College and the Foundation as stated in the Memorandum of Understanding.

No changes are being proposed to the current Memorandum of Understanding between Rock Valley College and the Rock Valley College Foundation.

Recommendation:

It is recommended that the Board of Trustees approves the renewal of the Memorandum of Understanding (MOU) between Rock Valley College and the Rock Valley College Foundation. **Attorney Reviewed.**

	Howard J. Spearman, Ph.D.
	President
D 11	
Board Approval:	<u> </u>
Secretary, Board of Trustees	

Attachment: Memorandum of Understanding Between Rock Valley College and Rock Valley College Foundation.

MEMORANDUM OF UNDERSTANDING

BETWEEN ROCK VALLEY COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 511 AND ROCK VALLEY COLLEGE FOUNDATION

The Rock Valley College Foundation ("Foundation") solicits, receives, manages and dedicates funds and property for the use and benefit of Rock Valley College, Illinois Community College District No. 511 ("College") and to support its educational mission. The Foundation has provided valuable support to the College and its students, and the College has provided personnel and other administrative support to permit the Foundation to carry out its charitable purposes. The Foundation and the College (together "the parties") wish to continue this relationship and believe it is in their mutual best interest to memorialize the respective rights, responsibilities, and obligations of the College and the Foundation that constitute the basis of this relationship.

Therefore, for the mutual covenants and benefits set forth below, the parties agree as follows:

1. <u>Duties, Responsibilities & Obligations of the College</u>

The College agrees to do each of the following for the Foundation during the existence of this Memorandum of Understanding:

- a) To provide the services of a full-time College employee who shall function as the Chief Development Officer, and to whom the College President or his/her designee will provide supervision, guidance and support in conjunction with the Foundation.
- b) To provide the services of a full-time College employee who shall function as the Director of Development, supervised by the Chief Development Officer.
- c) To provide the services of a full-time College employee who will serve as the Foundation Specialist supervised by the Chief Development Officer.
- d) To provide the services of the equivalent of one full-time College employee who shall function as the Administrative Assistant of the Foundation supervised by the Chief Development Officer.
- e) To annually designate a member of the Board of Trustees to serve as an *ex-officio* non-voting member of the Foundation Board.
- f) To provide additional employee assistance to account for the revenue and expenditures of the Foundation and each project/activity undertaken by it, and to

- assist the Foundation with annual financial statement preparation and 990 completion.
- g) To provide office space for the employees named above.
- h) To provide IT support in the form of voice, video, data services, web development and/or web hosting services, including necessary hardware and software resources, installation and connectivity, maintenance and support, technical training, and IT-related benefits extended to College employees.
- To allow educational training for the Chief Development Officer and other College employees supporting the Foundation, as necessary, to keep their skills and knowledge current.
- j) To transfer to the Foundation, when received by the College, unrestricted and restricted gifts that are consistent with the purpose and mission of the College and the Foundation.
- k) To honor the terms, conditions, or limitations imposed by donor or legal determination on any gifts accepted from the Foundation. The College will notify the Foundation of its agreement to accept a gift, and will notify the Foundation if it cannot or will not accept a specific gift and the reasons for same.
- 1) To help promote and further the mission and goals of the Foundation with the business community and the general public.
- m) To enter into a future mutually agreeable fund-raising partnership with the Foundation for possible Capital Campaigns.
- n) To assist in arranging an annual financial audit of the Foundation by the College's audit firm.
- o) To meet at least annually with representatives of the Foundation Board to communicate the institutional priorities and long-term plans as approved by the College Trustees and cooperatively project future College needs (including capital needs) and funding programs and opportunities for immediate and long-range planning purposes.
- p) To provide for the Foundation, a comprehensive program of property, casualty, and liability insurance, including but not limited to the Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Crime, Errors and Omissions and Director's & Officers, including Employment Practices Liability.
- q) To allow the Foundation to use the College's name, logos, and marketing brand, as agreed by the College, during the term of this Memorandum of Understanding.

r) To create and enforce College policies, where deemed necessary and appropriate, that support the Foundation's ability to respect the privacy and confidentiality of donor records, and which recognize the Foundation's authority and obligations to keep all records and data confidential consistent with the requirements of law.

2. <u>Duties, Responsibilities, and Obligations of the Foundation</u>

The Foundation agrees to do each of the following during the existence of this Memorandum of Understanding:

- a) To solicit, receive, hold and administer gifts of property, real or personal, financial or otherwise, to be used for and on behalf of Rock Valley College, its faculty, students and staff, such gifts to be administered according to the terms specified by the donor as accepted by the Foundation and the College. In the event the donor does not specify the terms for which the gift shall be used, then the Foundation in its discretion shall administer and use the gift for the benefit of the College.
- b) To reimburse the College for the salary and compensation package provided to the following employees: Chief Development Officer, Foundation Specialist, Director of Development, and Administrative Assistant. For purposes of this Memorandum of Understanding, the compensation package shall consist of the annual salary and the cost to the College of providing the group health insurance coverage provided to each employee.
- c) To permit the College's designated member of the Board of Trustees to serve as an *ex-officio* non-voting member of the Foundation Board.
- d) To undertake the major responsibility for planning, implementation, and coordination of the private donor support for College facilities and implementation of the educational functions of the College, in consultation with the College President. In carrying out this responsibility, the Chief Development Officer shall on a regular basis provide consultation and planning assistance to the appropriate College personnel to coordinate on a continuing basis the development and services to be performed by the Foundation. This responsibility shall include, but not be limited to, the following service:
 - i) To coordinate all authorized campaigns involving constituencies of the College, in consultation with the College President.
 - ii) To carry out research and develop records relating to the prospective donors.
 - iii) To develop proposals for and contact individuals and organizations identified as prospective donors to the Foundation.
 - iv) To inform prospective donors of the education, research and service activities of the College.

- v) To plan, direct, and implement such other constituency campaigns and fund-raising programs as may be deemed necessary and desirable by the Foundation with the advice and concurrence of the College President.
- e) To keep the College President advised of any and all monies and other property available through the Foundation for use on behalf of the College in support of its educational, research and service goals and responsibilities.
- f) To consult on a regular basis with the College administration concerning services to be performed hereunder for the benefit of the College and to do any and all other things requested by the College President and agreed to by the Foundation in the furtherance of the educational, research and service goals and responsibilities of the College.
- g) To hold funds received on behalf of the College from whatever source in accordance with Illinois law and any Fund Transfer Agreement that may exist between the parties.
- h) To enter into a future mutually agreeable funding partnership with the College for possible Capital Campaigns.
- i) To contract with a computer support vendor to implement and maintain a donor database independent of the College.
- j) To cooperate with the annual financial audit of the Foundation, for which the Foundation will reimburse the College the annual expense of the Foundation audit.
- k) To implement initiatives and conduct activities that comprise an annual program of work, and to pay the expenses of such activities. The annual program of work is defined as all activities the Foundation engages in including all work and activities generated by the Foundation committees and staff. For example, all costs associated with implementing special events by the Special Events Committee, such as printing, mailing, supplies, food, etc., would be the financial responsibility of the Foundation. Likewise, all costs associated with the Governance Committee, such as legal fees, etc., would be the financial responsibility of the Foundation. The annual program of work includes activities of the committees of the Foundation Board of Directors.
- 1) To provide input to the College President regarding a performance evaluation of the Chief Development Officer.

3. Term

This Memorandum of Understanding shall remain in effect until terminated by one or both of the parties. The Foundation or the College may terminate this Memorandum of

Understanding by giving written notice to the other of such termination and specifying the date thereof at least six (6) months before the effective date of such termination.

4. <u>Miscellaneous</u>

- a) The Foundation and College agree that nothing contained in this Memorandum of Understanding shall be deemed, construed or implied to create the relationship of employer or employee between the Foundation or any employees of the College.
- b) This Memorandum of Understanding and the obligations hereunder are not assignable in whole or in part by either party without the express written consent of the other party.
- c) It is mutually understood and agreed that no alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties.
- d) The Foundation and the College shall each be responsible for their own acts and acts of their own employees and shall indemnify and defend each other for any negligent acts which cause damage to the other or others.
- e) This memorandum shall be jointly reviewed by both parties on a biennial basis. It is the parties' intention that the Foundation will initiate the review in December of each even-numbered year with the review process to be completed by the College and the Foundation by no later than February of the year immediately following.
- f) Through the biennial review process in Section 4(e), it is the parties' mutual intent that there shall not be a reduction in the in-kind support and/or dollar amount of the College's financial support for the Foundation's operational needs from that specified in Board Report #7894 dated January 25, 2022.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the parties hereto on this **22** day of **340**, 2025 and replaces any and all prior Memorandum of Understanding executed or otherwise implemented by the parties.

ROCK VALLEY COLLEGE FOUNDATION

ROCK VALLEY COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 511

Robert Stenstrom, President Rock Valley College Foundation Board of Trustees Rock Valley College

632591v1

SSC LED Lighting: Construction 2024-2025

Committee of the Whole: **2/11/2025**

*Denotes updated information from the last presentation

\$50,225.20

Change Order Number	Description	Date Received	Amount Requested	Amount Approved	Status	Date Approved	Company Name	Contingency Running Total
							HELM ELECTRIC	
*1	Add (9) F20 fixtures to bookcases in the bookstore.	1/17/2025	\$1,556.00	\$1,556.00	Approved	1/21/2025	FACILITY	\$48,669.20

Demolition - Downtown West Campus: Construction 2024-2025

Committee of the Whole: <u>2/11/2025</u>
*Denotes updated information from last presentation

\$91,492.90

							\$31,432.30
	Date	Amount	Amount		Date		Contingency
Description	Received	Requested	Approved	Status	Approved	Company Name	Running Total
Remove cistern walls and floor;						Northern Illinois	
Backfill the cistern void with Granular Material.	10/10/2024	\$13,745.93	\$13,745.93	Approved	10/11/2024	Service	\$77,746.97
CE #003 - Temp fence changes at PHA Lot							
-							
						Northern Illinois	
be directly driven through existing asphalt pavement.	10/28/2024	\$7,347.00	\$7,347.00	Approved	11/14/2024	Service	\$70,399.97
This request approves an "unencumbered amount of							
\$5,377.27."							
Deduct amount from contract for reduction of scope:							
Removal of silt fencing. The removal of two stabilized						Northern Illinois	
construction entrances is not needed.	12/16/2024	\$ (5,377.27)	\$ (5,377.27)	Approved	1/3/2025	Service	\$75,777.24
	Remove cistern walls and floor; Backfill the cistern void with Granular Material. CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. 10/10/2024 \$13,745.93 \$13,745.93 Approved CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. 10/10/2024 \$13,745.93 \$13,745.93 Approved 10/11/2024 CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. 10/28/2024 \$7,347.00 \$7,347.00 Approved 11/14/2024 This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized	Remove cistern walls and floor; Backfill the cistern void with Granular Material. CE #003 - Temp fence changes at RHA Lot NIS to perform the following: Remove existing temporary moveable panel fencing and replace with post-driven temporary fencing at RHA property, approx. 20' North of the current locations. Posts will be directly driven through existing asphalt pavement. This request approves an "unencumbered amount of \$5,377.27." Deduct amount from contract for reduction of scope: Removal of silt fencing. The removal of two stabilized

Date	VALLEY COLLEGE 2025 - AT A GLANCE CAN Event			Athletic Commun	
	Event	Start	Student	Atmetic	Commun
ebruary					
2/1/2025	HBCU College Fair - SSC Atrium, 9am	Х	Х		Х
2/2/2025	USBA Youth Baseball Camp - PEC Gym, 8am	Х			Х
2/3/2025	First Generation Speaker Series - SSC Atrium, 12pm	Х	Х		
2/4/2025	First Tuesday Lecture - SSC Atrium, 5:30pm	Х	Х		Х
2/4/2025	RVC Baseball Winter Camp - PEC Gym, 6pm	Х	Х	Х	Х
2/6/2025	Facilitating Economic Revitalization by SBDC - SSC Atrium, 11am	Х	Х		Х
2/7/2025	Black History Month Ebony Breakfast - SSC Atrium, 9am	Х	Х		
2/8/2025	RVC Youth Softball Camp - PEC Gym, 11am	Х	Х	Х	Х
2/8/2025	Pi Gamma Omega Founders Day - SSC Atrium, 11:30am				Х
2/10/2025	NFPA & NIU Career Fair - SSC Atrium, 8am	Х	Х		Х
2/11/2025	Black History Month Panel Discussion - SSC Atrium, 12pm	Х	Х		
2/11/2025	Women's & Men's Basketball Game - PEC Gym, 5pm & 7pm	Х	Х	Х	Х
2/12/2025	Wellness Wednesday - SSC Atrium, 12pm	Х	Х		
2/13/2025	Valentine's Day Event by CAB - SSC Atrium, 10:30am	Х	Х		
2/13/2025	Women's & Men's Basketball Game - PEC Gym, 5pm & 7pm	Х	Х	Х	Х
2/15/2025	American Parkinson's Disease Association Conference - SSC Atrium, 10am				Х
2/15/2025	RVC Alumni & Donor Reception - PEC Gym, 1pm	Х	Х		Х
2/15/2025	Women's & Men's Basketball Game - PEC Gym, 1pm & 3pm	х	х	Х	х
2/16/2025	RVC Volleyball Tournament - PEC Gym, 7am	Х	Х		Х
2/18/2025	Women's & Men's Basketball Game - PEC Gym, 5pm & 7pm	Х	Х	Х	Х
02/18 - 02/19	Early College Transition Event - SSC Atrium, 5:30pm	х			Х
2/19/2025	NIU Engineering and Internship Fair - WTC Lobby, 3:30pm	х	Х		Х
2/20/2025	Women's Basketball Game - PEC Gym, 5pm	х	Х	Х	Х
2/21/2025	BHM Untold Stories Webinar - ERC Library, 2pm	х	Х		
2/22/2025	ICTM Regional Mathematics Contest - SSC, ERC, JCSM & CLI, 8am	х	Х		Х
2/25/2025	Mental Health Check-in - SSC Hub, 11:30am	х	Х		
2/27/2025	Black History Month Closing Ceremony - SSC Atrium, 1pm	х	Х		
larch					
3/1/2025	RVC Basketball Postseason Region IV - PEC Gym, 10am	Х	l v	v	v
3/2/2025	RVC Basketball Postseason Region IV - PEC Gym, 10am		X	X	X
3/3/2025	First Generation Speaker Series - SSC Atrium, 12pm	X	X	Х	Х
3/4/2025	Women's History Month Kick-off - ERC Lobby, 12pm	X	X		
					X
3/4/2025	First Tuesday Lecture - SSC Atrium, 5:30pm Women's History Month Lunch Series - CLI 1244, 12pm	X	X		X
3/5/2025		X	X		X
3/5/2025	Massage Therapy 10 Year Anniversary Open House - CLII 122 & 127, 2pm	X	X	.,	X
3/8/2025	RVC Basketball Postseason Region IV - PEC Gym, 10am	Х	Х	Х	X
3/11/2025	RPS High School Visual Art Workshop - SSC Atrium, 8am		.,		X
3/12/2024	CLR Movie Matinee - ERC PAR, 12pm	X	X		
3/14/2025	Baseball Game - Baseball Field, 1pm & 3:30pm	X	X	Х	X
3/15/2025	Science Olympiad Regional Conference - SSC, PEC, CLI & JCSM, 7am	X	X		X
3/18/2025	Respiratory Care Educational Conference - SSC Atrium, 7:30am	X	X		Х
3/19/2025	Wellness Wednesday - SSC Atrium, 12pm	X	X		
3/19/2025	Women's History Month Lunch Series - CLI 1244, 12pm	X	X		X
3/19/2025	Small Business Development Day @ RVC, SSC Atrium, 5:30pm	X	Х		X
3/20/2025	FAFSA & RVC Completion Event - WTC Computer Labs, 5pm	Х	Х		Х
3/21/2025	Sister to Sister GLOW Conference - SSC Atrium, 9am	Х	Х		Х
3/21/2025	Phi Theta Kappa Induction Ceremony - SSC Atrium, 7pm	Х	Х		Х
3/23/2025	Softball Game - Softball Field, 1pm	X	Х	Х	Х

March co	nt.				
3/24/2025	Women's History Month Kahoots - SSC Cultural Center, 2pm	х	Х		
3/25/2025	Mental Health Check-in - SSC Hub, 11:30am	Х	Х		
3/26/2025	Women's History Month Lunch Series - CLI 1244, 12pm	х	Х		Х
3/26/2025	Softball Game - Softball Field, 2pm	х	Х	Х	Х
3/27/2025	NICUU & CLR Lunch and Bingo - BELL 013, 11am	Х	Х		Х
3/27/2025	Women's History Month Closing Event - ERC Library, 1pm	Х	Х		
3/29/2025	Softball Game - Softball Field, 12pm	Х	Х	Х	Х
3/30/2025	Softball Game - Softball Field, 12pm	Х	Х	Х	Х
3/30/2025	Baseball Game - Baseball Field, 12pm & 2:30pm	х	Х	Х	Х
April					
4/1/2025	Baseball Game - Baseball Field, 3pm	х	х	х	Х
4/1/2025	First Tuesday Lecture - SSC Atrium, 5:30pm	х	х		Х
04/04 - 04/06	Blackhawk Area Boy Scout Council 50th Annual Derby - PEC Gym, 8am				Х
4/4/2025	Softball Game - Softball Field, 3pm	Х	Х	Х	Х
4/7/2025	First Generation Speaker Series - SSC Atrium, 12pm	Х	Х		
04/08 - 04/09	LCHD Regional Substance Use Prevention - SSC Atrium, 9:30am				Х
4/8/2025	Mental Health Check-in - SSC Hub, 11:30am	Х	Х		
4/9/2025	Wellness Wednesday - PEC 0110, 12pm	Х	Х		
4/9/2025	Softball Game - Softball Field, 3pm	Х	Х	Х	Х
4/10/2025	Baseball Game - Baseball Field, 2pm	х	Х	Х	Х
4/11/2025	CEANCI T & E Ed Regional Competition - ATC, 7:30am	х	Х		Х
4/11/2025	Caring Campus Orientation - ERC PAR, 9am	х	Х		Х
4/11/2025	Baseball Game - Baseball Field, 1pm & 3:30pm	х	Х	Х	Х
4/11/2025	Softball Game - Softball Field, 3pm	х	Х	Х	Х
4/12/2025	Rising Stars All-Star Basketball Classic - PEC Gym, 4pm	х	Х	Х	Х
4/13/2025	Softball Game - Softball Field, 12pm	Х	Х	Х	Х
4/14/2025	DAP Club Goalball - PEC Gym, 2pm	Х	Х		
4/16/2025	Baseball Game - Baseball Field, 2pm & 4:30pm	Х	Х	Х	Х
4/17/2025	Professional Development Day - PEC Gym, 8am	Х			
4/19/2025	Softball Game - Softball Field, 11am & 3pm	Х	Х	Х	Х
4/22/2025	Softball Game - Softball Field, 3pm	Х	Х	Х	Х
4/23/2025	Baseball Game - Baseball Field, 2pm & 4:30pm	Х	Х	Х	Х
4/24/2025	WEI Skilled Trades Fair - SSC Atrium, 2pm	Х	Х		Х
4/25/2025	ALAS High School Leadership Conference - PEC Gym, 8am	х	Х		Х
4/26/2025	Softball Game - Softball Field, 12pm	х	Х	х	Х
4/26/2025	Baseball Game - Baseball Field, 1pm & 3:30pm	Х	Х	Х	Х
4/27/2025	Baseball Game - Baseball Field, 12pm & 2:30pm	Х	Х	Х	Х

Informational Only

Human Resources Personnel Report FY2025 Second Quarter

RockValleyCollege.edu RockValleyCollege.edu

Board of Trustees Committee of the Whole Meeting February 11, 2025

Dr. Terrica Huntley, Interim Vice President of Human Resources

Executive Summary Quarterly Human Resources Personnel Report FY2025 (October – December 2024)

- This report provides information on full-time employees hired and separated from the college within the second quarter of FY2025.
 The months included in this analysis are October, November, and December of 2024.
- The Hire Report includes the number of employees who moved to a different position, new employees to the College, and the total number of hires.
- The Term Report includes the number of employees who retired or separated from the College and the total number of terms.

Executive Summary Continued

- The College hired 15 employees during the second quarter.
 Four employees transferred from another role, demonstrating our commitment to creating exceptional training and advancement opportunities.
- Due to the holiday break, the College is intentionally selecting hiring and onboarding plans that are not interrupted by college closures.
- The College was separated from a total of 11 employees. Four faculty members retired during this period.

Quarterly Human Resources Hires FY2025 (October - December 2024)

FY2025 Hires	Q1-Total	Q2-Move*	Q2-New	Q2-Total	Q3	Q4
ADM	3	0	1	1		
ESP	4	0	0	0		
FAC	7	0	0	0		
FOP	0	0	0	0		
PSA	5	1	3	4		
SSA	5	3	7	10		
Total	24	4	11	15		

^{*} Moves include Promotions (elevation to higher grade) and/or Transfers (moved from one position to another, same grade) as reported in detail in the HR Annual Report.

Quarterly Human Resources Terms FY2025 (October - December 2024)

FY25 Terms	Q1-Total	Q2-Ret.	Q2- Sep*	Q2-Total	Q3	Q4
ADM	3	0	0	0		
ESP	0	0	0	0		
FAC	5	4	0	4		
FOP	0	0	1	1		
PSA	6	1	3	4		
SSA	6	0	2	2		
Total	20	5	6	11		

^{*}Separations (Sep.) include Resignations, Terminations, and RIF/Layoffs, as reported in detail in the HR Annual Report.

Questions/Comments:

