

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

**REGULAR BOARD MEETING  
February 25, 2025. 5:15 p.m.**

**Livestreaming Link:** [https://www.youtube.com/channel/UCwa3Fs6l4pWAR\\_4iDZPTNZA](https://www.youtube.com/channel/UCwa3Fs6l4pWAR_4iDZPTNZA)  
(The link opens to the YouTube page; access the Board meeting by clicking on the “Live” video icon with the date shown above)

**AGENDA**

**A. Call to Order**

**B. Roll Call**

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

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

**E. Recognition of Visitors**

1. Introduction of Newly Tenured Faculty

**F. General Presentations**

**G. Approval of Minutes**

1. January 14, 2025 Committee of the Whole Meeting
2. January 25, 2025 Special Meeting – Retreat
3. January 28, 2025 Regular Board Meeting

**H. Action Items**

1. Approve Claims sheet (Check Register – January 2025) (BR8232)
2. Approve Purchase Reports – A – FY2025 Purchases (BR8233-A)
  - a. Purchase Report A
3. Approve Resolution to Sell 0.006 acres of 705 Green Street, Rockford, IL 61102 to Illinois Department of Transportation (BR8234)
4. Approve Resolution Authorizing And Providing For The Issue Of Not To Exceed \$52,400,000 General Obligation Debt Certificates Of The District For The Purpose Of Building And Equipping Downtown West Campus Buildings And Facilities And Improving The Sites Thereof (BR8235)
5. Approve Placement Agent Recommendation for 2025 Debt Certificates (BR8236)
6. Approve Memorandum of Understanding between Rock Valley College District No. 511 and Rock Valley College Foundation (BR8237)
7. Approve Personnel Report (BR8238)
8. Approve Request for Special Unpaid Leave of Absence for Full Time Employee (BR8239)
9. Approve ReUp Education Service Contract (BR8240)

**I. Other Business**

1. New Business
2. Unfinished Business
  - a. Downtown West External Naming Opportunities Discussion

**J. Updates/Reports**

1. President's Update
2. Leadership Team Update
3. ICCTA Report
4. Trustees Comments
5. Student Trustee Report
6. RVC Foundation Liaison Report
7. Freedom of Information Act (FOIA) Report

**K. Adjourn to Closed Session** to discuss security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property per Section 2 (c) (8), in accordance with the Illinois Open Meetings Act.

**L. Reconvene Open Session**

**M. Date of Next Committee of the Whole Meeting:** March 11, 2025, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) located in the Educational Resources Center (ERC) on the main campus.

**N. Date of Next Regular Board Meeting:** March 25, 2025, 5:15 p.m. The meeting will be held in the Performing Arts Room (PAR, Room 0214) located in the Educational Resources Center (ERC) on the main campus.

**O. Adjourn**

Robert Trojan, Board Chair

**Claims Sheet**

**Recommendation:**

It is recommended that the Board of Trustees approves the claims sheets from the Ellucian check register for the period from January 1, 2025 to January 31, 2025.

The total is \$2,462,554.18.

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Howard J. Spearman, Ph.D.  
President

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

Bank Code: IP IL Bank & Trust Accts Payable  
GL Account No: 01-00000-11293

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0034320	01/02/25	Recon	0055591	David L. Anderzon	V0582000	12/20/24		40.20		40.20
								40.20		40.20
E0034321	01/02/25	Recon	0281135	Mr. Jacob P. Ax	V0582033	12/20/24		90.00		90.00
					V0582043	12/20/24		45.00		45.00
								135.00		135.00
E0034322	01/02/25	Recon	0196735	Theresa A. Casarotto-Klu	V0582026	12/20/24		225.00		225.00
					V0582038	12/20/24		135.00		135.00
								360.00		360.00
E0034323	01/02/25	Recon	0554316	Jack E. Howard	V0582032	12/20/24		180.00		180.00
					V0582042	12/20/24		90.00		90.00
								270.00		270.00
E0034324	01/02/25	Recon	0470288	Nathaniel R. Jordan	V0582108	12/23/24		612.02		612.02
								612.02		612.02
E0034325	01/02/25	Recon	0147031	Charles S. Kluzak	V0582063	12/20/24		180.00		180.00
					V0582067	12/20/24		135.00		135.00
								315.00		315.00
E0034326	01/02/25	Recon	0113687	Jerry F. LaBuy	V0582064	12/20/24		19.50		19.50
					V0582125	01/02/25		177.53		177.53
								197.03		197.03
E0034327	01/02/25	Recon	0440426	Erica C. Matthews	V0582119	01/02/25		44.95		44.95
								44.95		44.95
E0034328	01/02/25	Recon	0057709	Michael L. Owens	V0582034	12/20/24		90.00		90.00
					V0582046	12/20/24		45.00		45.00
								135.00		135.00
E0034329	01/02/25	Recon	0068969	Kimberly J. Patterson	V0582123	01/02/25		24.95		24.95
								24.95		24.95
E0034330	01/02/25	Recon	0230913	Chad M. Roth	V0581992	12/19/24		205.26		205.26
								205.26		205.26

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E0034331	01/02/25	Recon	0002638	April L. Rottman	V0581943	12/19/24		577.40		577.40
								577.40		577.40
E0034332	01/02/25	Recon	0289529	Airgas USA, LLC	V0581485	12/09/24	B0012110	474.32		474.32
								474.32		474.32
E0034333	01/02/25	Recon	0547048	Associated Bank	V0582053	12/20/24		105.00		105.00
								105.00		105.00
E0034334	01/02/25	Recon	0330843	Association Specialty Co	V0582113	01/02/25	P0050192	1,137.20		1,137.20
								1,137.20		1,137.20
E0034335	01/02/25	Recon	0564974	Baker Street Burgers, LL	V0581942	12/19/24	P0050366	2,524.00		2,524.00
								2,524.00		2,524.00
E0034336	01/02/25	Recon	0562651	Boostlingo LLC	V0581994	12/20/24	B0012133	295.00		295.00
								295.00		295.00
E0034337	01/02/25	Recon	0289599	C D W Government Inc	V0581319	12/04/24	P0050148	71.44		71.44
					V0581320	12/04/24	P0050297	72.01		72.01
								143.45		143.45
E0034338	01/02/25	Recon	0306006	Cintas Corporation	V0581379	12/05/24	B0012101	302.68		302.68
					V0581661	12/12/24	B0012101	42.85		42.85
								345.53		345.53
E0034339	01/02/25	Recon	0562376	CIT Trucks, LLC	V0582021	12/20/24	B0011911	7,500.00		7,500.00
								7,500.00		7,500.00
E0034340	01/02/25	Recon	0292092	Demco Inc	V0581997	12/20/24	P0050361	26.36		26.36
								26.36		26.36
E0034341	01/02/25	Recon	0289720	Fisher Scientific	V0581345	12/04/24	B0011720	14.48		14.48
					V0581601	12/11/24	B0011865	887.62		887.62
					V0581603	12/11/24	B0011865	68.18		68.18
					V0581717	12/13/24	B0011865	92.90		92.90
								1,063.18		1,063.18
E0034342	01/02/25	Recon	0293314	Flinn Scientific Inc	V0581773	12/16/24	B0011737	912.53		912.53

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								912.53		912.53
E0034343	01/02/25	Recon	0334253	Helm Service	V0582132	01/02/25	B0011891	4,679.88		4,679.88
					V0582135	01/02/25	B0011891	695.00		695.00
								5,374.88		5,374.88
E0034344	01/02/25	Recon	0321964	Henry Schein Inc	V0581514	12/10/24	B0011771	1,368.07		1,368.07
								1,368.07		1,368.07
E0034345	01/02/25	Recon	0511140	HSA Bank	V0582045	12/20/24		71.67		71.67
								71.67		71.67
E0034346	01/02/25	Recon	0308253	IL Federation of Teacher	V0581937	12/23/24		3,860.22		3,860.22
					V0581951	12/23/24		440.51		440.51
								4,300.73		4,300.73
E0034347	01/02/25	Recon	0558551	Lively Inc	V0582047	12/20/24		133.34		133.34
								133.34		133.34
E0034348	01/02/25	Recon	0565034	Lively Inc	V0582052	12/20/24		66.67		66.67
								66.67		66.67
E0034349	01/02/25	Recon	0547299	M&D Truck and Equipment	V0582061	12/20/24	B0011936	3,445.00		3,445.00
								3,445.00		3,445.00
E0034350	01/02/25	Recon	0289961	Schumacher Elevator Co	V0582120	01/02/25	B0012103	2,394.96		2,394.96
								2,394.96		2,394.96
E0034351	01/02/25	Recon	0290076	VWR International	V0581576	12/11/24	B0011719	6.12		6.12
					V0581577	12/11/24	B0011719	282.88		282.88
					V0581583	12/11/24	B0011719	173.70		173.70
								462.70		462.70
E0034381	01/09/25	Recon	0337724	Jason F. Brinkley	V0582332	01/08/25		319.45		319.45
								319.45		319.45
E0034382	01/09/25	Recon	0564938	David Brost	V0582285	01/06/25		180.00		180.00
								180.00		180.00

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E0034383	01/09/25	Recon	0551580	Fricks, Jo A.	V0582256	01/06/25		150.00		150.00
								150.00		150.00
E0034384	01/09/25	Recon	0568493	Halcomb, Anastasia M.	V0582260	01/06/25		150.00		150.00
								150.00		150.00
E0034385	01/09/25	Recon	0303865	George R. Hernandez	V0582295	01/07/25		136.67		136.67
								136.67		136.67
E0034386	01/09/25	Recon	0291066	Julie L. Hernandez	V0582207	01/03/25		79.85		79.85
								79.85		79.85
E0034387	01/09/25	Recon	0567719	Hernandez, Maria D.	V0582249	01/03/25		150.00		150.00
								150.00		150.00
E0034388	01/09/25	Recon	0455911	J Michael LaGrassa	V0582280	01/06/25		180.00		180.00
								180.00		180.00
E0034389	01/09/25	Recon	0312287	Takeisha V. Lambert	V0582217	01/03/25		231.60		231.60
								231.60		231.60
E0034390	01/09/25	Recon	0543756	Makia F. McClure	V0582263	01/06/25		150.00		150.00
								150.00		150.00
E0034391	01/09/25	Recon	0568330	Robinzine, Jocelyn	V0582267	01/06/25		150.00		150.00
								150.00		150.00
E0034392	01/09/25	Recon	0200071	Sarah C. Russell	V0582286	01/06/25		133.80		133.80
								133.80		133.80
E0034393	01/09/25	Recon	0493626	Matthew J. Vanevenhoven	V0582283	01/06/25		180.00		180.00
								180.00		180.00
E0034394	01/09/25	Recon	0445508	Tricia D. Wagner	V0582327	01/08/25		38.19		38.19
								38.19		38.19
E0034395	01/09/25	Recon	0293392	A-1 Dry Cleaners & Laund	V0582223	01/03/25	B0011732	227.89		227.89
								227.89		227.89

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E0034396	01/09/25	Recon	0378906	ABC Catering, LTD	V0582293	01/07/25	P0050294	1,067.50		1,067.50
								1,067.50		1,067.50
E0034397	01/09/25	Recon	0437654	ACI Payments, Inc	V0581733	12/13/24	B0011755	18.00		18.00
								18.00		18.00
E0034398	01/09/25	Recon	0564174	Alpha Controls & Service	V0581915	12/19/24	B0011895	504.88		504.88
								504.88		504.88
E0034399	01/09/25	Recon	0292649	B & H Photo Video	V0582006	12/20/24	P0050329	2,813.36		2,813.36
								2,813.36		2,813.36
E0034400	01/09/25	Recon	0278683	Barnes & Noble	V0581711	12/13/24	P0050130	111.52		111.52
								111.52		111.52
E0034401	01/09/25	Recon	0545095	BetterMynd Inc	V0581905	12/19/24	P0050357	17,500.00		17,500.00
								17,500.00		17,500.00
E0034402	01/09/25	Recon	0306865	BSN Sports	V0581780	12/16/24	B0011812	956.88		956.88
								956.88		956.88
E0034403	01/09/25	Recon	0289599	C D W Government Inc	V0581476	12/09/24	P0050311	72.01		72.01
					V0581834	12/18/24	P0050310	72.01		72.01
					V0581844	12/18/24	P0050312	870.60		870.60
					V0582115	01/02/25	P0050345	198.55		198.55
								1,213.17		1,213.17
E0034404	01/09/25	Recon	0306006	Cintas Corporation	V0581657	12/12/24	B0012101	302.68		302.68
					V0582142	01/02/25	B0012101	42.85		42.85
								345.53		345.53
E0034405	01/09/25	Recon	0562376	CIT Trucks, LLC	V0582312	01/07/25	P0050290	4,935.51		4,935.51
								4,935.51		4,935.51
E0034406	01/09/25	Recon	0527498	Clearly Communications	V0582147	01/02/25	B0011809	3,262.44		3,262.44
								3,262.44		3,262.44
E0034407	01/09/25	Recon	0310222	Constellation New Energy	V0582189	01/03/25	B0011924	1,068.18		1,068.18



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								1,068.18		1,068.18
E0034408	01/09/25	Recon	0385509	Constellation New Energy	V0582187	01/03/25	B0011926	9,706.89		9,706.89
								9,706.89		9,706.89
E0034409	01/09/25	Recon	0289701	Dan's Rubber Stamp & Sig	V0581752	12/16/24	P0050324	7.50		7.50
								7.50		7.50
E0034410	01/09/25	Recon	0292092	Demco Inc	V0582128	01/02/25	P0050328	30.29		30.29
								30.29		30.29
E0034411	01/09/25	Recon	0463480	EBM, Inc.	V0582305	01/07/25	B0011925	3,091.00		3,091.00
								3,091.00		3,091.00
E0034412	01/09/25	Recon	0117682	Ellucian Company LLC	V0582429	01/09/25	B0011844	292.00		292.00
					V0582430	01/09/25	B0011844	29,045.00		29,045.00
								29,337.00		29,337.00
E0034413	01/09/25	Recon	0289720	Fisher Scientific Compan	V0581600	12/11/24	B0011865	90.00		90.00
					V0581777	12/16/24	B0011865	271.39		271.39
					V0581912	12/19/24	B0011865	184.09		184.09
								545.48		545.48
E0034414	01/09/25	Recon	0382984	Garda CL Great Lakes Inc	V0582242	01/03/25	B0011769	527.39		527.39
								527.39		527.39
E0034415	01/09/25	Recon	0283967	Greater Rockford Airport	V0582148	01/02/25	B0011927	942.36		942.36
								942.36		942.36
E0034416	01/09/25	Recon	0544922	Hurst Review Services In	V0581708	12/13/24	B0012136	5,535.00		5,535.00
								5,535.00		5,535.00
E0034417	01/09/25	Recon	0353012	IdentiSys Inc.	V0582287	01/06/25	P0050326	567.00		567.00
								567.00		567.00
E0034418	01/09/25	Recon	0292589	ICCTA	V0582251	01/06/25	P0049706	9,846.00		9,846.00
								9,846.00		9,846.00
E0034419	01/09/25	Recon	0374825	Interstate Batteries of	V0582413	01/09/25	B0011971	147.95		147.95

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								147.95		147.95
E0034420	01/09/25	Recon	0573602	JLJ Consulting LLC	V0582317	01/07/25	B0012124	2,500.00		2,500.00
								2,500.00		2,500.00
E0034421	01/09/25	Recon	0289792	Johnstone Supply of Rock	V0582180	01/03/25	B0011894	41.88		41.88
								41.88		41.88
E0034422	01/09/25	Recon	0289875	Midland Paper	V0581914	12/19/24	B0011789	2,752.20		2,752.20
					V0582208	01/03/25	B0011790	672.21		672.21
					V0582209	01/03/25	B0011790	556.13		556.13
								3,980.54		3,980.54
E0034423	01/09/25	Recon	0562310	Ms. Catherine's LLC	V0582232	01/03/25	P0050373	1,000.00		1,000.00
								1,000.00		1,000.00
E0034424	01/09/25	Recon	0289879	Napa Auto Parts	V0582258	01/06/25	B0011899	47.97		-47.97
					V0582428	01/09/25	B0011899	98.97		98.97
								51.00		51.00
E0034425	01/09/25	Recon	0289881	Nicholson Hardware	V0582206	01/03/25	B0012091	72.28		72.28
								72.28		72.28
E0034426	01/09/25	Recon	0298332	Paper Recovery Service C	V0582296	01/07/25	B0011903	330.00		330.00
								330.00		330.00
E0034427	01/09/25	Recon	0289909	Pepsi Cola Co	V0582316	01/07/25	P0050336	456.47		456.47
								456.47		456.47
E0034428	01/09/25	Recon	0289925	Postmaster	V0582225	01/03/25	B0011841	20,000.00		20,000.00
								20,000.00		20,000.00
E0034429	01/09/25	Recon	0292032	Scope Shoppe	V0581911	12/19/24	B0011863	2,446.00		2,446.00
								2,446.00		2,446.00
E0034430	01/09/25	Recon	0477934	Siteimprove, Inc.	V0582395	01/08/25	P0050405	24,587.15		24,587.15
								24,587.15		24,587.15
E0034431	01/09/25	Recon	0292658	Smith Oil Corporation	V0581916	12/19/24	B0012064	1,845.89		1,845.89

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								1,845.89		1,845.89
E0034432	01/09/25	Recon	0566558	Soar Radio	V0582368	01/08/25	P0050402	3,000.00		3,000.00
								3,000.00		3,000.00
E0034433	01/09/25	Recon	0300469	Stericycle Inc	V0582343	01/08/25	B0011749	179.18		179.18
								179.18		179.18
E0034434	01/09/25	Recon	0305911	Stratus Networks	V0582320	01/07/25	B0011980	5,496.67		5,496.67
								5,496.67		5,496.67
E0034435	01/09/25	Recon	0485992	Townsquare Media Rockfor	V0582205	01/03/25	B0011853	17,880.00		17,880.00
								17,880.00		17,880.00
E0034436	01/09/25	Recon	0290076	VWR International	V0582300	01/07/25	B0011719	79.16		79.16
								79.16		79.16
E0034437	01/09/25	Recon	0304446	WIFR-TV23	V0582202	01/03/25	B0011846	3,305.00		3,305.00
								3,305.00		3,305.00
E0034438	01/09/25	Recon	0413759	FERGUSON ENTERPRISES #15	V0582248	01/03/25	B0012038	205.58		205.58
								205.58		205.58
E0034439	01/09/25	Recon	0494981	YBP Library Services	V0582019	12/20/24	B0011768	154.55		154.55
					V0582101	12/23/24	B0011768	16.34		16.34
					V0582103	12/23/24	B0011768	39.05		39.05
					V0582104	12/23/24	B0011768	93.59		93.59
					V0582105	12/23/24	B0011768	24.47		24.47
					V0582106	12/23/24	B0011768	127.21		127.21
								455.21		455.21
E0034507	01/16/25	Recon	0552972	Melance Izobishitsa	V0582573	01/13/25		500.00		500.00
								500.00		500.00
E0034508	01/16/25	Recon	0113687	Jerry F. LaBuy	V0582627	01/14/25		89.99		89.99
								89.99		89.99
E0034509	01/16/25	Recon	0574665	Yu Kay Law	V0582450	01/10/25		5,463.59		5,463.59
								5,463.59		5,463.59

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E0034510	01/16/25	Recon	0530478	Mancillas, Yulissa	V0582510	01/10/25		500.00		500.00
								500.00		500.00
E0034511	01/16/25	Recon	0545464	Ryan J. Russell	V0582438	01/10/25		265.00		265.00
								265.00		265.00
E0034512	01/16/25	Recon	0547048	Associated Bank	V0582691	01/15/25		107.08		107.08
								107.08		107.08
E0034513	01/16/25	Recon	0295853	Automatic Fire Systems	V0582140	01/02/25	B0012068	2,750.00		2,750.00
					V0582141	01/02/25	B0012068	686.00		686.00
								3,436.00		3,436.00
E0034514	01/16/25	Recon	0292649	B & H Photo Video	V0582008	12/20/24	P0050329	71.92		71.92
								71.92		71.92
E0034515	01/16/25	Recon	0535700	BP Roofing Solutions	V0582622	01/14/25	B0011935	480.00		480.00
					V0582623	01/14/25	B0011935	350.00		350.00
					V0582624	01/14/25	B0011935	500.00		500.00
								1,330.00		1,330.00
E0034516	01/16/25	Recon	0306865	BSN Sports	V0582144	01/02/25	B0011812	598.08		598.08
					V0582145	01/02/25	B0011812	278.14		278.14
					V0582146	01/02/25	B0011812	154.08		154.08
					V0582574	01/13/25	B0011812	2,804.36		2,804.36
								3,834.66		3,834.66
E0034517	01/16/25	Recon	0289599	C D W Government Inc	V0581885	12/18/24	P0050347	72.01		72.01
								72.01		72.01
E0034518	01/16/25	Recon	0505526	Castle Branch, Inc	V0582224	01/03/25	B0011775	620.89		620.89
								620.89		620.89
E0034519	01/16/25	Recon	0306006	Cintas Corporation	V0581923	12/19/24	B0012101	302.68		302.68
								302.68		302.68
E0034520	01/16/25	Recon	0310222	Constellation New Energy	V0582571	01/13/25	B0011924	4,865.19		4,865.19
					V0582699	01/16/25	B0011924	82,038.89		82,038.89
								86,904.08		86,904.08

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E0034521	01/16/25	Recon	0292527	Countryside Meats & Deli	V0582625	01/14/25	P0050360	1,377.33		1,377.33
								1,377.33		1,377.33
E0034522	01/16/25	Recon	0435841	G & L Professional Servi	V0581991	12/19/24	B0011864	300.00		300.00
								300.00		300.00
E0034523	01/16/25	Recon	0390408	Gallagher Benefit Servic	V0582646	01/15/25	B0011851	5,600.83		5,600.83
								5,600.83		5,600.83
E0034524	01/16/25	Recon	0564784	Gen Digital, Inc.	V0581858	12/18/24	B0011917	485.37		485.37
								485.37		485.37
E0034525	01/16/25	Recon	0289733	Health Care Service Corp	V0582436	01/09/25	B0011859	607,590.29		607,590.29
								607,590.29		607,590.29
E0034526	01/16/25	Recon	0334253	Helm Service	V0582131	01/02/25	B0011892	140.00		140.00
								140.00		140.00
E0034527	01/16/25	Recon	0295174	Honest Pest Control	V0582027	12/20/24	B0011939	280.00		280.00
								280.00		280.00
E0034528	01/16/25	Recon	0511140	HSA Bank	V0582693	01/15/25		78.75		78.75
								78.75		78.75
E0034529	01/16/25	Recon	0308253	IL Federation of Teacher	V0582583	01/15/25		440.51		440.51
					V0582600	01/15/25		3,860.22		3,860.22
								4,300.73		4,300.73
E0034530	01/16/25	Recon	0299885	Lincoln Rent-All & Sales	V0581856	12/18/24	B0011956	21.00		21.00
								21.00		21.00
E0034531	01/16/25	Recon	0558551	Lively Inc	V0582692	01/15/25		137.50		137.50
								137.50		137.50
E0034532	01/16/25	Recon	0399683	Maxient, LLC	V0582516	01/10/25	P0050414	7,350.00		7,350.00
								7,350.00		7,350.00
E0034533	01/16/25	Recon	0289877	Midwest Library Service	V0582590	01/13/25	B0011745	355.10		355.10

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					V0582591	01/13/25	B0011745	39.19		39.19
					V0582592	01/14/25	B0011745	193.41		193.41
					V0582593	01/14/25	B0011745	41.49		41.49
					V0582594	01/14/25	B0011745	62.30		62.30
					V0582595	01/14/25	B0011745	21.58		21.58
								713.07		713.07
E0034534	01/16/25	Recon	0289879	Napa Auto Parts	V0582448	01/10/25	B0011899	20.41		20.41
					V0582452	01/10/25	B0011899	43.71		43.71
					V0582679	01/15/25	B0011899	314.79		314.79
								378.91		378.91
E0034535	01/16/25	Recon	0292570	Pearson VUE	V0582652	01/15/25	B0012131	4,600.00		4,600.00
								4,600.00		4,600.00
E0034536	01/16/25	Recon	0482618	OPN, Inc	V0582607	01/14/25	B0012104	2,227.31		2,227.31
								2,227.31		2,227.31
E0034537	01/16/25	Recon	0305833	Ringland Johnson Constru	V0582439	01/10/25	B0012107	51,912.00		51,912.00
								51,912.00		51,912.00
E0034538	01/16/25	Recon	0551079	Rocket Industrial Inc	V0582231	01/03/25	P0050327	1,165.00		1,165.00
								1,165.00		1,165.00
E0034539	01/16/25	Recon	0557637	Searcy Medical Solutions	V0582589	01/13/25	P0050416	120.00		120.00
								120.00		120.00
E0034540	01/16/25	Recon	0292658	Smith Oil Corporation	V0582703	01/16/25	B0012064	1,966.46		1,966.46
								1,966.46		1,966.46
E0034541	01/16/25	Recon	0290036	Snap-On Industrial	V0582664	01/15/25	P0050255	36,147.95		36,147.95
								36,147.95		36,147.95
E0034565	01/23/25	Recon	0534991	Benitez, Jazmin A.	V0582771	01/17/25		150.00		150.00
								150.00		150.00
E0034566	01/23/25	Recon	0548637	James G. Byrd, JR	V0582925	01/22/25		180.00		180.00
								180.00		180.00

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E0034567	01/23/25	Recon	0423028	Mariela Cenicerros	V0582807	01/21/25		150.00		150.00
								150.00		150.00
E0034568	01/23/25	Recon	0378490	Katarina Y. Furman	V0582948	01/23/25		80.00		80.00
								80.00		80.00
E0034569	01/23/25	Recon	0203340	Anthony D. Hall	V0582898	01/22/25		2,655.36		2,655.36
								2,655.36		2,655.36
E0034570	01/23/25	Recon	0190243	Tammy L. Lewis	V0582850	01/21/25		55.90		55.90
								55.90		55.90
E0034571	01/23/25	Recon	0558745	Martinez, Jesus A.	V0582782	01/17/25		150.00		150.00
								150.00		150.00
E0034572	01/23/25	Recon	0542729	Madeline D. Miranda	V0582745	01/17/25		150.00		150.00
								150.00		150.00
E0034573	01/23/25	Recon	0555453	Owfi, Huda A.	V0582829	01/21/25		150.00		150.00
								150.00		150.00
E0034574	01/23/25	Recon	0429315	Ms. Savannah M. Patel	V0582749	01/17/25		150.00		150.00
								150.00		150.00
E0034575	01/23/25	Recon	0555385	Raatz, Trey	V0582780	01/17/25		150.00		150.00
								150.00		150.00
E0034576	01/23/25	Recon	0544080	Kenan E. Sestic	V0582746	01/17/25		150.00		150.00
								150.00		150.00
E0034577	01/23/25	Recon	0530349	Starlin R. Steele	V0582748	01/17/25		150.00		150.00
								150.00		150.00
E0034578	01/23/25	Recon	0463701	Stelma, Kassie	V0582794	01/17/25		150.00		150.00
								150.00		150.00
E0034579	01/23/25	Recon	0337687	Lisa A. Strong	V0582826	01/21/25		80.00		80.00
								80.00		80.00

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E0034580	01/23/25	Recon	0570714	Strunk, Emily G.	V0582844	01/21/25		150.00		150.00
								150.00		150.00
E0034581	01/23/25	Recon	0512792	Elisa Y. Torres	V0582814	01/21/25		150.00		150.00
								150.00		150.00
E0034582	01/23/25	Recon	0493626	Matthew J. Vanevenhoven	V0582924	01/22/25		180.00		180.00
								180.00		180.00
E0034583	01/23/25	Recon	0339825	Mr. Robert J. Williams	V0582939	01/22/25	P0050452	3,000.00		3,000.00
								3,000.00		3,000.00
E0034584	01/23/25	Recon	0298157	4IMPRINT	V0582276	01/06/25	P0050337	1,177.07		1,177.07
								1,177.07		1,177.07
E0034585	01/23/25	Recon	0289529	Airgas USA, LLC	V0582914	01/22/25	B0011916	125.52		125.52
					V0582915	01/22/25	B0011916	121.62		121.62
					V0582919	01/22/25	B0011916	121.62		121.62
								368.76		368.76
E0034586	01/23/25	Recon	0292649	B & H Photo Video	V0582111	01/02/25	P0050329	40.48		40.48
								40.48		40.48
E0034587	01/23/25	Recon	0278683	Barnes & Noble	V0582545	01/13/25		331.61		331.61
					V0582547	01/13/25		45.59		45.59
								377.20		377.20
E0034588	01/23/25	Recon	0382551	Beef-A-Roo	V0582781	01/17/25	P0050213	390.40		390.40
								390.40		390.40
E0034589	01/23/25	Recon	0306865	BSN Sports	V0582793	01/17/25	P0050413	511.34		511.34
								511.34		511.34
E0034590	01/23/25	Recon	0289599	C D W Government Inc	V0582246	01/03/25	B0011800	167.38		167.38
								167.38		167.38
E0034591	01/23/25	Recon	0306006	Cintas Corporation	V0582137	01/02/25	B0012101	302.68		302.68
					V0582139	01/02/25	B0012101	302.68		302.68



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					V0582306	01/07/25	B0012101	42.85		42.85
								648.21		648.21
E0034592	01/23/25	Recon	0562376	CIT Trucks, LLC	V0582772	01/17/25	B0011911	113.40		113.40
								113.40		113.40
E0034593	01/23/25	Recon	0567103	Colours Inc	V0582783	01/17/25	B0012017	186.63		186.63
								186.63		186.63
E0034594	01/23/25	Recon	0296839	Elsevier	V0582226	01/03/25	B0011752	4,145.00		4,145.00
								4,145.00		4,145.00
E0034595	01/23/25	Recon	0564784	Gen Digital, Inc.	V0582949	01/23/25	B0011917	607.21		607.21
								607.21		607.21
E0034596	01/23/25	Recon	0334253	Helm Service	V0582521	01/10/25	B0011891	1,116.11		1,116.11
					V0582744	01/17/25	B0011892	5,215.00		5,215.00
								6,331.11		6,331.11
E0034597	01/23/25	Recon	0524793	Kanopy Inc	V0582698	01/16/25	B0011814	600.00		600.00
								600.00		600.00
E0034598	01/23/25	Recon	0547299	M&D Truck and Equipment	V0582842	01/21/25	B0011936	6,050.00		6,050.00
								6,050.00		6,050.00
E0034599	01/23/25	Recon	0296711	Meridian	V0582319	01/07/25	P0050393	297.00		297.00
								297.00		297.00
E0034600	01/23/25	Recon	0289875	Midland Paper	V0582426	01/09/25	B0011790	951.23		951.23
								951.23		951.23
E0034601	01/23/25	Recon	0289877	Midwest Library Service	V0582910	01/22/25	B0011745	62.11		62.11
					V0582911	01/22/25	B0011745	108.05		108.05
					V0582912	01/22/25	B0011745	36.80		36.80
								206.96		206.96
E0034602	01/23/25	Recon	0289909	Pepsi Cola Co	V0582221	01/03/25	B0012151	997.96		997.96
								997.96		997.96

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E0034603	01/23/25	Recon	0549326	USW Holding Company LLC	V0582188	01/03/25	B0011913	127.95		127.95
								127.95		127.95
E0034604	01/23/25	Recon	0546960	Rockford TV, LLC WREX	V0582197	01/03/25	B0011847	5,950.00		5,950.00
								5,950.00		5,950.00
E0034605	01/23/25	Recon	0557637	Searcy Medical Solutions	V0582955	01/23/25	P0050457	30.00		30.00
								30.00		30.00
E0034606	01/23/25	Recon	0485493	Strobe Tech, LLC	V0582737	01/17/25	P0050435	3,512.00		3,512.00
								3,512.00		3,512.00
E0034607	01/23/25	Recon	0309301	WQRF Television Fox 39	V0582728	01/17/25	B0011879	2,120.00		2,120.00
								2,120.00		2,120.00
E0034608	01/23/25	Recon	0295035	WTVO-17	V0582735	01/17/25	B0011878	2,380.00		2,380.00
								2,380.00		2,380.00
E0034609	01/24/25	Recon	0307590	Molly T. Sides	V0583012	01/24/25		420.00		420.00
								420.00		420.00
E0034645	01/30/25	Recon	0470288	Nathaniel R. Jordan	V0583017	01/24/25		395.00		395.00
								395.00		395.00
E0034646	01/30/25	Recon	0113687	Jerry F. LaBuy	V0582964	01/23/25		17.96		17.96
					V0583019	01/24/25		12.64		12.64
								30.60		30.60
E0034647	01/30/25	Recon	0440426	Erica C. Matthews	V0583361	01/30/25		94.88		94.88
					V0583362	01/30/25		79.07		79.07
					V0583363	01/30/25		40.28		40.28
					V0583364	01/30/25		56.00		56.00
								270.23		270.23
E0034648	01/30/25	Recon	0454887	Fritz Richter	V0583057	01/28/25		180.00		180.00
								180.00		180.00
E0034649	01/30/25	Recon	0469194	Daniel West	V0583048	01/28/25		180.00		180.00
								180.00		180.00

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E0034650	01/30/25	Recon	0293392	A-1 Dry Cleaners & Laund	V0583053	01/28/25	P0050418	80.46		80.46
								80.46		80.46
E0034651	01/30/25	Recon	0289529	Airgas USA, LLC	V0582230	01/03/25	B0011916	198.06		198.06
					V0582233	01/03/25	B0011916	101.34		101.34
					V0582310	01/07/25	B0012110	476.13		476.13
					V0582313	01/07/25	B0012110	127.54		127.54
								903.07		903.07
E0034652	01/30/25	Recon	0547048	Associated Bank	V0583374	01/30/25		109.16		109.16
								109.16		109.16
E0034653	01/30/25	Recon	0332450	Austin Mechanical Sales	V0583061	01/28/25	B0011900	492.98		492.98
								492.98		492.98
E0034654	01/30/25	Recon	0278683	Barnes & Noble	V0582552	01/13/25		110.13		110.13
								110.13		110.13
E0034655	01/30/25	Recon	0557966	Blackthorn.Io Inc	V0583024	01/27/25	P0050434	9,683.63		9,683.63
								9,683.63		9,683.63
E0034656	01/30/25	Recon	0562651	Boostlingo LLC	V0583038	01/27/25	B0012133	295.00		295.00
								295.00		295.00
E0034657	01/30/25	Recon	0555421	Brabazon Pump, Compresso	V0582238	01/03/25	B0011959	1,033.75		1,033.75
								1,033.75		1,033.75
E0034658	01/30/25	Recon	0289599	C D W Government Inc	V0582803	01/21/25	P0050406	490.72		490.72
								490.72		490.72
E0034659	01/30/25	Recon	0289664	Carquest Auto Parts	V0583044	01/27/25	B0011931	85.40		85.40
					V0583045	01/27/25	B0011931	5.91		5.91
					V0583046	01/27/25	B0011931	79.17		79.17
								170.48		170.48
E0034660	01/30/25	Recon	0306006	Cintas Corporation	V0582414	01/09/25	B0012101	302.68		302.68
					V0582609	01/14/25	B0012101	63.66		63.66
					V0582701	01/16/25	B0012101	302.68		302.68
								669.02		669.02

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E0034661	01/30/25	Recon	0310222	Constellation New Energy	V0583025	01/27/25	B0011924	1,125.59		1,125.59
					V0583304	01/29/25	B0011924	11,825.42		11,825.42
								12,951.01		12,951.01
E0034662	01/30/25	Recon	0463480	EBM, Inc.	V0583059	01/28/25	B0011925	73,980.97		73,980.97
								73,980.97		73,980.97
E0034663	01/30/25	Recon	0334253	Helm Service	V0583014	01/24/25	B0012013	152,367.36		152,367.36
					V0583086	01/28/25	B0011891	3,523.59		3,523.59
					V0583087	01/28/25	B0011892	1,712.37		1,712.37
					V0583088	01/28/25	B0011891	2,441.01		2,441.01
			160,044.33		160,044.33					
E0034664	01/30/25	Recon	0511140	HSA Bank	V0583377	01/30/25		80.83		80.83
								80.83		80.83
E0034665	01/30/25	Recon	0558335	Hyland Software Inc	V0582977	01/24/25	P0050463	1,920.00		1,920.00
								1,920.00		1,920.00
E0034666	01/30/25	Recon	0549294	The Iconic Building LLC	V0582689	01/15/25	B0011845	13,015.80		13,015.80
								13,015.80		13,015.80
E0034667	01/30/25	Recon	0308253	IL Federation of Teacher	V0583102	01/31/25		440.51		440.51
					V0583280	01/31/25		3,702.66		3,702.66
								4,143.17		4,143.17
E0034668	01/30/25	Recon	0564439	Inzombia Coffee	V0583379	01/30/25	P0050485	1,100.00		1,100.00
								1,100.00		1,100.00
E0034669	01/30/25	Recon	0393103	J. J. Keller & Associate	V0582845	01/21/25	P0050447	1,916.80		1,916.80
								1,916.80		1,916.80
E0034670	01/30/25	Recon	0305907	Johnson Controls Fire Pr	V0583069	01/28/25	B0011889	742.90		742.90
					V0583378	01/30/25	B0011889	1,084.63		1,084.63
								1,827.53		1,827.53
E0034671	01/30/25	Recon	0292915	Jostens Inc	V0583033	01/27/25	B0012160	3,316.61		3,316.61
								3,316.61		3,316.61

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E0034672	01/30/25	Recon	0538940	KeithRN	V0583079	01/28/25	P0050411	3,195.00		3,195.00
								3,195.00		3,195.00
E0034673	01/30/25	Recon	0296381	Liebovich Steel	V0582983	01/24/25	B0011914	751.45		751.45
								751.45		751.45
E0034674	01/30/25	Recon	0558551	Lively Inc	V0583376	01/30/25		141.66		141.66
								141.66		141.66
E0034675	01/30/25	Recon	0484821	Machinery Source, LLC	V0583313	01/29/25	P0050183	412.50		412.50
								412.50		412.50
E0034676	01/30/25	Recon	0289879	Napa Auto Parts	V0583039	01/27/25	B0011983	70.49		70.49
					V0583060	01/28/25	B0011899	28.12		28.12
					V0583067	01/28/25	B0011899	58.83		58.83
								157.44		157.44
E0034677	01/30/25	Recon	0482618	OPN, Inc	V0583023	01/27/25	B0012104	350.00		350.00
					V0583026	01/27/25	B0012104	262.50		262.50
					V0583027	01/27/25	B0012104	8,267.50		8,267.50
								8,880.00		8,880.00
E0034678	01/30/25	Recon	0341498	Record-A-Hit, Inc.	V0583367	01/30/25	P0050484	2,000.00		2,000.00
								2,000.00		2,000.00
E0034679	01/30/25	Recon	0331852	Robbins Schwartz	V0583056	01/28/25	B0011757	25,823.75		25,823.75
								25,823.75		25,823.75
E0034680	01/30/25	Recon	0549326	USW Holding Company LLC	V0582422	01/09/25	B0011772	52.50		52.50
								52.50		52.50
E0034681	01/30/25	Recon	0551079	Rocket Industrial Inc	V0582297	01/07/25	B0012083	536.64		536.64
								536.64		536.64
E0034682	01/30/25	Recon	0490369	Rockford Buzz Inc	V0582342	01/08/25	B0011910	85.00		85.00
								85.00		85.00
E0034683	01/30/25	Recon	0322132	Scandrolti Construction	V0582975	01/24/25	B0012009	9,852.34		9,852.34
								9,852.34		9,852.34

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E0034684	01/30/25	Recon	0289961	Schumacher Elevator Co	V0582412	01/09/25	B0012103	2,394.96		2,394.96
								2,394.96		2,394.96
E0034685	01/30/25	Recon	0548991	SMG Security Holdings LL	V0582838	01/21/25	B0011721	119.70		119.70
								119.70		119.70
E0034686	01/30/25	Recon	0546122	T & C Cooking Creations	V0583030	01/27/25	P0050445	948.75		948.75
								948.75		948.75
E0034687	01/30/25	Recon	0557973	TruView BSI LLC	V0582250	01/03/25	B0012085	1,394.10		1,394.10
								1,394.10		1,394.10
E0034688	01/30/25	Recon	0369266	The Workforce Connection	V0583328	01/29/25	P0050479	619.06		619.06
					V0583330	01/29/25	P0050480	473.00		473.00
								1,092.06		1,092.06
E0034689	01/30/25	Recon	0494981	YBP Library Services	V0582567	01/13/25	B0011768	751.91		751.91
					V0582568	01/13/25	B0011768	22.82		22.82
					V0582569	01/13/25	B0011768	79.34		79.34
					V0582570	01/13/25	B0011768	29.35		29.35
								883.42		883.42
E0034690	01/31/25	Recon	0374825	Interstate Batteries of	V0583382	01/30/25	B0011971	147.95		147.95
								147.95		147.95
0720259	01/02/25	Recon	0491444	Kim Ackmann	V0582092	12/23/24	P0050377	303.66		303.66
								303.66		303.66
0720260	01/02/25	Recon	0292309	Amazon Capital Services	V0581794	12/16/24	P0050333	43.71		43.71
					V0581799	12/17/24	P0050203	18.59		18.59
					V0582014	12/20/24	P0050250	9.99		9.99
					V0582015	12/20/24	P0050275	41.97		41.97
					V0582017	12/20/24	P0050258	31.97		31.97
					V0582028	12/20/24	P0050257	21.98		21.98
					V0582031	12/20/24	P0050286	189.92		189.92
					V0582036	12/20/24	P0050264	220.87		220.87
					V0582037	12/20/24	P0049966	137.91		137.91
					V0582089	12/23/24	P0049767	1,722.39		1,722.39
								2,439.30		2,439.30

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0720261	01/02/25	Void								
0720262	01/02/25	Recon	0287693	American Funds Service C	V0581936	12/23/24		1,683.33		1,683.33
					V0581946	12/23/24		1,666.67		1,666.67
								3,350.00		3,350.00
0720263	01/02/25	Recon	0287722	Newport Trust Company	V0581940	12/23/24		2,682.50		2,682.50
					V0581953	12/23/24		175.00		175.00
								2,857.50		2,857.50
0720264	01/02/25	Recon	0544946	Keith R. Barnes	V0581993	12/20/24		9.38		9.38
								9.38		9.38
0720265	01/02/25	Recon	0460836	Michael W. Baum	V0581955	12/19/24		750.00		750.00
								750.00		750.00
0720266	01/02/25	Recon	0487297	David L. Butts	V0582062	12/20/24		153.74		153.74
								153.74		153.74
0720267	01/02/25	Recon	0372878	CASAS	V0581999	12/20/24	P0050359	896.50		896.50
								896.50		896.50
0720268	01/02/25	Recon	0521912	Developmental Services C	V0582068	12/20/24	P0050234	377.13		377.13
								377.13		377.13
0720269	01/02/25	Recon	0353349	Dinges Fire Company	V0581998	12/20/24	P0050160	260.00		260.00
								260.00		260.00
0720270	01/02/25	Recon	0540892	First National Bank & Tr	V0582056	12/20/24		166.67		166.67
								166.67		166.67
0720271	01/02/25	Recon	0435707	First Student	V0581395	12/05/24	P0050117	588.69		588.69
								588.69		588.69
0720272	01/02/25	Recon	0066023	Jesse J. Fudge	V0582035	12/20/24		45.00		45.00
					V0582051	12/20/24		90.00		90.00
								135.00		135.00
0720273	01/02/25	Recon	0092053	Alex P. Gary	V0582065	12/20/24		135.00		135.00

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					V0582066	12/20/24		90.00		90.00
								225.00		225.00
0720274	01/02/25	Recon	0289724	Grainger	V0581183	12/02/24	B0011896	350.57		-350.57
					V0581226	12/03/24	B0011896	339.32		339.32
					V0581622	12/11/24	B0011896	61.20		61.20
					V0581709	12/13/24	P0050318	55.44		55.44
								105.39		105.39
0720275	01/02/25	Recon	0521501	Marco	V0581377	12/05/24	B0011835	7,684.78		7,684.78
								7,684.78		7,684.78
0720276	01/02/25	Recon	0569232	Health Equity Inc	V0582060	12/20/24		3,305.24		3,305.24
								3,305.24		3,305.24
0720277	01/02/25	Recon	0502557	Chad P. Herren	V0582109	12/23/24		1,000.00		1,000.00
								1,000.00		1,000.00
0720278	01/02/25	Recon	0287700	Horace Mann Life Insuran	V0581949	12/23/24		195.00		195.00
								195.00		195.00
0720279	01/02/25	Recon	0309574	IL Fraternal Order	V0581947	12/23/24		216.00		216.00
								216.00		216.00
0720280	01/02/25	Recon	0135119	John S. Lowry	V0582097	12/23/24	P0050378	281.71		281.71
								281.71		281.71
0720281	01/02/25	Recon	0487743	Lydia S. Meyer	V0582012	12/20/24		250.00		250.00
								250.00		250.00
0720282	01/02/25	Recon	0287706	Mass Mutual Payment Serv	V0581950	12/23/24		100.00		100.00
								100.00		100.00
0720283	01/02/25	Recon	0283985	Menard's	V0582054	12/20/24	B0011898	66.83		66.83
								66.83		66.83
0720284	01/02/25	Recon	0283985	Menard's	V0582059	12/20/24	B0011898	113.51		113.51
								113.51		113.51



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0720285	01/02/25	Recon	0567150	Mississippi Department o	V0582005	12/20/24		112.50		112.50
								112.50		112.50
0720286	01/02/25	Recon	0289883	NICOR Gas	V0581933	12/19/24	B0011890	759.64		759.64
					V0582020	12/20/24	B0011890	403.40		403.40
					V0582100	12/23/24	B0011890	554.48		554.48
								1,717.52		1,717.52
0720287	01/02/25	Recon	0281458	Reginald L. Parham	V0582029	12/20/24		180.00		180.00
					V0582040	12/20/24		135.00		135.00
								315.00		315.00
0720288	01/02/25	Recon	0540228	Quality Matters Inc	V0582069	12/20/24	P0050372	2,475.00		2,475.00
								2,475.00		2,475.00
0720289	01/02/25	Recon	0342322	Rock River Disposal Serv	V0582130	01/02/25	B0012102	320.76		320.76
					V0582133	01/02/25	B0012102	319.11		319.11
					V0582134	01/02/25	B0012102	348.39		348.39
					V0582136	01/02/25	B0012102	369.59		369.59
					V0582138	01/02/25	B0012102	2,144.17		2,144.17
								3,502.02		3,502.02
0720290	01/02/25	Recon	0287687	RVC Foundation	V0581938	12/23/24		156.00		156.00
					V0581948	12/23/24		1,036.00		1,036.00
								1,192.00		1,192.00
0720291	01/02/25	Recon	0560728	Schiro's Restaurant & Lo	V0582002	12/20/24	P0050322	280.25		280.25
								280.25		280.25
0720292	01/02/25	Recon	0299218	Sesac Inc	V0582122	01/02/25	P0050384	631.38		631.38
								631.38		631.38
0720293	01/02/25	Recon	0330232	Michael Smith	V0582095	12/23/24	P0050376	441.36		441.36
								441.36		441.36
0720294	01/02/25	Recon	0290182	State Disbursement Unit	V0582007	12/20/24		762.53		762.53
								762.53		762.53
0720295	01/02/25	Recon	0290182	State Disbursement Unit	V0582009	12/20/24		242.00		242.00
								242.00		242.00

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0720296	01/02/25	Recon	0290182	State Disbursement Unit	V0582010	12/20/24		279.17		279.17
								279.17		279.17
0720297	01/02/25	Recon	0360128	Uniform Den East, Inc.	V0581996	12/20/24	B0011801	315.80		315.80
								315.80		315.80
0720298	01/02/25	Recon	0528478	Cara K. Vande Voorde	V0581995	12/20/24		74.64		74.64
								74.64		74.64
0720299	01/02/25	Recon	0287723	Variable Annuity Life In	V0581935	12/23/24		3,785.83		3,785.83
					V0581939	12/23/24		3,394.44		3,394.44
					V0581945	12/23/24		3,215.00		3,215.00
					V0581952	12/23/24		2,705.00		2,705.00
								13,100.27		13,100.27
0720300	01/02/25	Recon	0286444	Verizon Wireless	V0582013	12/20/24	B0011837	3,285.25		3,285.25
								3,285.25		3,285.25
0720301	01/02/25	Recon	0502492	Holly M. Williams	V0582129	01/02/25	P0050375	150.00		150.00
								150.00		150.00
0720302	01/02/25	Recon	0565551	Mark T. Zaranec	V0581944	12/19/24		106.36		106.36
								106.36		106.36
0720303	01/09/25	Recon	0289527	A T & T	V0582421	01/09/25	B0011810	133.45		133.45
								133.45		133.45
0720304	01/09/25	Recon	0551960	AAMPED Inc	V0582431	01/09/25	P0050408	10,000.00		10,000.00
								10,000.00		10,000.00
0720305	01/09/25	Recon	0521973	Nikolina Aleksic	V0582243	01/03/25		150.00		150.00
								150.00		150.00
0720306	01/09/25	Recon	0292309	Amazon Capital Services	V0581531	12/10/24	P0050292	118.99		118.99
					V0581887	12/18/24	P0050282	499.00		499.00
					V0582268	01/06/25	P0050339	210.24		210.24
					V0582270	01/06/25	P0050339	58.78		58.78
					V0582416	01/09/25	P0050341	94.99		94.99
								982.00		982.00

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0720307	01/09/25	Recon	0274318	American Red Cross	V0582281	01/06/25	B0011751	243.20		243.20
								243.20		243.20
0720308	01/09/25	Recon	0571068	Beffa, Hannah M.	V0582409	01/09/25		150.00		150.00
								150.00		150.00
0720309	01/09/25	Recon	0542067	Bennie's Dry Cleaning &	V0581760	12/16/24	B0011816	474.00		474.00
								474.00		474.00
0720310	01/09/25	Recon	0048361	Sean R. Bilodeau	V0582299	01/07/25		154.02		154.02
								154.02		154.02
0720311	01/09/25	Recon	0514651	Black, Ashley D.	V0582408	01/09/25		150.00		150.00
								150.00		150.00
0720312	01/09/25	Recon	0299659	Broadcast Music Inc	V0582434	01/09/25	P0050404	2,025.37		2,025.37
								2,025.37		2,025.37
0720313	01/09/25	Recon	0555132	Burden, Samantha N.	V0582245	01/03/25		150.00		150.00
								150.00		150.00
0720314	01/09/25	Recon	0380093	Technology Management Re	V0582321	01/08/25	B0012082	330.70		330.70
					V0582322	01/08/25	B0012082	330.70		330.70
					V0582323	01/08/25	B0012082	330.70		330.70
					V0582324	01/08/25	B0012082	330.70		330.70
								1,322.80		1,322.80
0720315	01/09/25	Recon	0289662	Comed	V0582190	01/03/25	B0012022	94.58		94.58
					V0582288	01/07/25	B0012022	13,355.95		13,355.95
								13,450.53		13,450.53
0720316	01/09/25	Recon	0509377	Coursey Enterprises	V0581934	12/19/24	B0011778	3,406.59		3,406.59
								3,406.59		3,406.59
0720317	01/09/25	Recon	0002544	Mr. Luke A. D'Angelo	V0582405	01/08/25		65.81		65.81
								65.81		65.81
0720318	01/09/25	Recon	0253864	Sylvia B. Emerson	V0582425	01/09/25		723.24		723.24

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								723.24		723.24
0720319	01/09/25	Recon	0297277	Enterprise Rent-A-Car Mi	V0582241	01/03/25	B0011813	402.34		402.34
								402.34		402.34
0720320	01/09/25	Recon	0292831	Entre Computer Solutions	V0582318	01/07/25	P0050313	8,936.46		8,936.46
								8,936.46		8,936.46
0720321	01/09/25	Recon	0289709	Fed Ex	V0582214	01/03/25	B0011795	15.61		15.61
					V0582218	01/03/25	B0011795	31.11		31.11
					V0582219	01/03/25	B0011795	22.20		22.20
					V0582220	01/03/25	B0011795	23.01		23.01
					V0582222	01/03/25	B0011795	44.86		44.86
								136.79		136.79
0720322	01/09/25	Recon	0117257	Ronn K. Fieldhouse	V0582390	01/08/25		14.34		14.34
								14.34		14.34
0720323	01/09/25	Recon	0569976	Flaningam, Emily M.	V0582410	01/09/25		150.00		150.00
								150.00		150.00
0720324	01/09/25	Recon	0361657	Fox Valley Auto Paints I	V0582277	01/06/25	B0012016	330.19		330.19
								330.19		330.19
0720325	01/09/25	Recon	0152768	Geeters, Sheron D.	V0582247	01/03/25		150.00		150.00
								150.00		150.00
0720326	01/09/25	Recon	0289724	Grainger	V0581655	12/12/24	B0011896	1,629.76		1,629.76
								1,629.76		1,629.76
0720327	01/09/25	Recon	0521501	Marco	V0582294	01/07/25	B0011835	7,684.78		7,684.78
								7,684.78		7,684.78
0720328	01/09/25	Recon	0184058	Caroline Gulbrandsen	V0582244	01/03/25		227.58		227.58
								227.58		227.58
0720329	01/09/25	Outst	0566259	Hastings, Grant	V0582411	01/09/25		150.00		150.00
								150.00		150.00

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0720330	01/09/25	Recon	0564716	Hernandez, Carly M.	V0582406	01/09/25		150.00		150.00
								150.00		150.00
0720331	01/09/25	Recon	0559677	Hillman, Leah	V0582275	01/06/25		150.00		150.00
								150.00		150.00
0720332	01/09/25	Recon	0229901	Rhonda L. Hutter	V0582213	01/03/25		231.60		231.60
								231.60		231.60
0720333	01/09/25	Outst	0281901	Javon Bea Hospital - Roc	V0581865	12/18/24	B0011783	4,387.50		4,387.50
					V0581925	12/19/24	B0011773	27,202.50		27,202.50
								31,590.00		31,590.00
0720334	01/09/25	Recon	0553153	John Morrissey Accountan	V0582407	01/09/25	B0012117	1,233.75		1,233.75
								1,233.75		1,233.75
0720335	01/09/25	Recon	0569246	Johnson, Caleb R.	V0582261	01/06/25		150.00		150.00
								150.00		150.00
0720336	01/09/25	Recon	0575420	JT Designs	V0582191	01/03/25	P0050383	285.00		285.00
					V0582353	01/08/25	P0050403	660.00		660.00
								945.00		945.00
0720337	01/09/25	Recon	0567811	Logan, Cali D.	V0582273	01/06/25		150.00		150.00
								150.00		150.00
0720338	01/09/25	Recon	0481426	Marco Technologies, LLC	V0582228	01/03/25	B0011836	1,671.77		1,671.77
					V0582229	01/03/25	B0011836	959.58		959.58
								2,631.35		2,631.35
0720339	01/09/25	Recon	0556414	Josephine Mashimango	V0582262	01/06/25		150.00		150.00
								150.00		150.00
0720340	01/09/25	Recon	0375173	Robert A. Mawyer, III	V0582284	01/06/25		146.06		146.06
								146.06		146.06
0720341	01/09/25	Recon	0560830	Medical Assisting Educat	V0582304	01/07/25	P0050379	500.00		500.00
								500.00		500.00

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0720342	01/09/25	Recon	0283985	Menard's	V0582210	01/03/25	B0012154	80.00		80.00
								80.00		80.00
0720343	01/09/25	Recon	0283985	Menard's	V0582185	01/03/25	B0011898	9.98		9.98
								9.98		9.98
0720344	01/09/25	Recon	0574574	Minnihan's Tree Service	V0581888	12/18/24	B0012158	1,200.00		1,200.00
					V0582152	01/03/25	B0012158	1,775.00		1,775.00
								2,975.00		2,975.00
0720345	01/09/25	Outst	0567212	Murray, Samantha A.	V0582264	01/06/25		150.00		150.00
								150.00		150.00
0720346	01/09/25	Recon	0547766	Otero, Marya R.	V0582271	01/06/25		150.00		150.00
								150.00		150.00
0720347	01/09/25	Recon	0390630	Dr. Patrick J. Peyer	V0582424	01/09/25		215.11		215.11
								215.11		215.11
0720348	01/09/25	Recon	0292285	Physicians Immediate Car	V0582419	01/09/25	B0011827	2,025.00		2,025.00
								2,025.00		2,025.00
0720349	01/09/25	Recon	0574285	Printed Solid Inc	V0582102	12/23/24	P0050281	3,178.00		3,178.00
								3,178.00		3,178.00
0720350	01/09/25	Recon	0379844	Recycle Technologies, In	V0582184	01/03/25	B0012024	593.61		593.61
								593.61		593.61
0720351	01/09/25	Outst	0553757	Olivia J. Richardson	V0582269	01/06/25		150.00		150.00
								150.00		150.00
0720352	01/09/25	Recon	0300932	Rock River Ford	V0582415	01/09/25	B0011964	25.75		25.75
								25.75		25.75
0720353	01/09/25	Recon	0270535	Rockford Park District	V0582298	01/07/25	B0012047	144.00		144.00
								144.00		144.00
0720354	01/09/25	Recon	0330232	Michael Smith	V0582193	01/03/25	P0050387	483.11		483.11
								483.11		483.11

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								483.11		483.11
0720355	01/09/25	Recon	0568020	Soto, Michelle L.	V0582266	01/06/25		150.00		150.00
								150.00		150.00
0720356	01/09/25	Recon	0567000	Tannira, Jehan	V0582255	01/06/25		150.00		150.00
								150.00		150.00
0720357	01/09/25	Recon	0290068	Van Galder Bus Company	V0582182	01/03/25	B0011811	1,379.00		1,379.00
								1,379.00		1,379.00
0720358	01/09/25	Recon	0063823	Travis W. Vanderhayden	V0582279	01/06/25		169.97		169.97
								169.97		169.97
0720359	01/09/25	Recon	0566753	Vistine, Madeline I.	V0582253	01/06/25		150.00		150.00
								150.00		150.00
0720360	01/16/25	Outst	0575086	7E Ventures LLC	V0581924	12/19/24	P0050358	5,000.00		5,000.00
								5,000.00		5,000.00
0720361	01/16/25	Recon	0289527	A T & T	V0582640	01/15/25	B0011810	923.77		923.77
					V0582667	01/15/25	B0011810	338.97		338.97
								1,262.74		1,262.74
0720362	01/16/25	Recon	0524833	ACC Business	V0582576	01/13/25	B0011807	1,417.28		1,417.28
								1,417.28		1,417.28
0720363	01/16/25	Recon	0299430	Airparts Inc	V0581841	12/18/24	P0050344	994.53		994.53
								994.53		994.53
0720364	01/16/25	Recon	0299142	ALLDATA	V0582515	01/10/25	P0050369	1,500.00		1,500.00
								1,500.00		1,500.00
0720365	01/16/25	Recon	0292309	Amazon Capital Services	V0581922	12/19/24	P0050314	161.32		161.32
					V0582030	12/20/24	P0050257	29.99		29.99
					V0582041	12/20/24	P0049966	28.40		28.40
								219.71		219.71
0720366	01/16/25	Recon	0287693	American Funds Service C	V0582578	01/15/25		1,666.67		1,666.67

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					V0582599	01/15/25		1,683.33		1,683.33
								3,350.00		3,350.00
0720367	01/16/25	Recon	0287722	Newport Trust Company	V0582585	01/15/25		175.00		175.00
					V0582603	01/15/25		2,703.50		2,703.50
								2,878.50		2,878.50
0720368	01/16/25	Recon	0078742	Chad W Barger	V0582520	01/10/25		180.00		180.00
								180.00		180.00
0720369	01/16/25	Recon	0549827	Carahsoft Technology Cor	V0582331	01/08/25	B0012155	120,514.90		120,514.90
								120,514.90		120,514.90
0720370	01/16/25	Outst	0380093	Technology Management Re	V0582325	01/08/25	B0012082	1,200.00		1,200.00
					V0582326	01/08/25	B0012082	330.70		330.70
								1,530.70		1,530.70
0720371	01/16/25	Recon	0562056	City Press	V0582596	01/14/25	B0011788	862.92		862.92
								862.92		862.92
0720372	01/16/25	Recon	0289674	City of Rockford	V0582192	01/03/25	B0012005	20.46		-20.46
					V0582344	01/08/25	B0012005	263.25		263.25
					V0582345	01/08/25	B0012005	120.25		120.25
					V0582346	01/08/25	B0012005	270.52		270.52
					V0582347	01/08/25	B0012005	859.55		859.55
					V0582348	01/08/25	B0012005	263.25		263.25
					V0582349	01/08/25	B0012005	307.07		307.07
					V0582350	01/08/25	B0012005	427.81		427.81
					V0582351	01/08/25	B0012005	270.52		270.52
					V0582352	01/08/25	B0012005	427.81		427.81
					V0582382	01/08/25	B0012005	263.25		263.25
					V0582383	01/08/25	B0012005	375.05		375.05
					V0582384	01/08/25	B0012005	173.54		173.54
					V0582385	01/08/25	B0012005	694.32		694.32
					V0582386	01/08/25	B0012005	263.25		263.25
					V0582387	01/08/25	B0012005	427.81		427.81
					V0582388	01/08/25	B0012005	56.42		56.42
					V0582391	01/08/25	B0012005	122.58		122.58
					V0582392	01/08/25	B0012005	263.25		263.25
					V0582393	01/08/25	B0012005	159.83		159.83
					V0582394	01/08/25	B0012005	439.02		439.02
					V0582396	01/08/25	B0012005	115.70		115.70
					V0582397	01/08/25	B0012005	429.88		429.88
					V0582399	01/08/25	B0012005	427.81		427.81



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					V0582400	01/08/25	B0012005	427.81		427.81
					V0582401	01/08/25	B0012005	206.60		206.60
					V0582402	01/08/25	B0012005	43.90		43.90
					V0582403	01/08/25	B0012005	215.69		215.69
					V0582404	01/08/25	B0012005	421.75		421.75
								8,717.03		8,717.03
0720373	01/16/25	Void					B0012005			
0720374	01/16/25	Recon	0479025	Tekkahmah B. Curry	V0582530	01/13/25		1,500.00		1,500.00
								1,500.00		1,500.00
0720375	01/16/25	Outst	0315665	Dept of Veterans Affairs	V0582641	01/15/25	P0050423	972.00		972.00
					V0582642	01/15/25	P0050398	340.67		340.67
					V0582643	01/15/25	P0050397	74.75		74.75
								1,387.42		1,387.42
0720376	01/16/25	Outst	0360534	Jonathan E. Devereueawax	V0582707	01/16/25		32.45		32.45
								32.45		32.45
0720377	01/16/25	Recon	0574967	Dr Kt Productions	V0582435	01/09/25	P0050338	300.00		300.00
								300.00		300.00
0720378	01/16/25	Recon	0310358	Event Floral Inc	V0582308	01/07/25	B0011777	132.00		132.00
								132.00		132.00
0720379	01/16/25	Recon	0556088	Mario Brown	V0582704	01/16/25	P0050143	400.00		400.00
								400.00		400.00
0720380	01/16/25	Recon	0540892	First National Bank & Tr	V0582690	01/15/25		178.75		178.75
								178.75		178.75
0720381	01/16/25	Recon	0511414	Ghareeb, Bader	V0582644	01/15/25		500.00		500.00
								500.00		500.00
0720382	01/16/25	Recon	0453530	Grant-Jenkins, Kimberlyn	V0582507	01/10/25		500.00		500.00
								500.00		500.00
0720383	01/16/25	Recon	0569232	Health Equity Inc	V0582694	01/15/25		3,429.43		3,429.43
								3,429.43		3,429.43

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0720384	01/16/25	Outst	0001471	Highland Community Colle	V0582660	01/15/25	B0011761	150.00		150.00
								150.00		150.00
0720385	01/16/25	Recon	0176644	Amanda M. Hoffland	V0582709	01/16/25		241.00		241.00
								241.00		241.00
0720386	01/16/25	Recon	0287700	Horace Mann Life Insuran	V0582581	01/15/25		195.00		195.00
								195.00		195.00
0720387	01/16/25	Outst	0229901	Rhonda L. Hutter	V0582661	01/15/25		20.98		20.98
								20.98		20.98
0720388	01/16/25	Recon	0309574	IL Fraternal Order	V0582579	01/15/25		216.00		216.00
								216.00		216.00
0720389	01/16/25	Recon	0548956	Bailey Kenney	V0582519	01/10/25		180.00		180.00
								180.00		180.00
0720390	01/16/25	Recon	0557642	Aleksandar Kocmar	V0582542	01/13/25		180.00		180.00
								180.00		180.00
0720391	01/16/25	Recon	0308421	Lamar Companies	V0582203	01/03/25	B0011855	6,000.00		6,000.00
								6,000.00		6,000.00
0720392	01/16/25	Recon	0289857	Lawson Products Inc	V0582617	01/14/25	B0011973	856.48		856.48
					V0582618	01/14/25	B0011973	70.43		70.43
								926.91		926.91
0720393	01/16/25	Recon	0575380	Louisville Slugger Sport	V0582558	01/13/25	P0050396	1,200.00		1,200.00
								1,200.00		1,200.00
0720394	01/16/25	Recon	0487743	Lydia S. Meyer	V0582669	01/15/25		250.00		250.00
								250.00		250.00
0720395	01/16/25	Outst	0556124	Malone, Janiyah I.	V0582513	01/10/25		500.00		500.00
								500.00		500.00

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0720396	01/16/25	Recon	0287706	Mass Mutual Payment Serv	V0582582	01/15/25		100.00		100.00
								100.00		100.00
0720397	01/16/25	Recon	0375173	Robert A. Mawyer, III	V0582649	01/15/25		367.69		367.69
								367.69		367.69
0720398	01/16/25	Recon	0566362	Megan McGlone	V0582518	01/10/25		180.00		180.00
								180.00		180.00
0720399	01/16/25	Recon	0283985	Menard's	V0582678	01/15/25	B0011898	312.38		312.38
								312.38		312.38
0720400	01/16/25	Recon	0574574	Minnihan's Tree Service	V0582181	01/03/25	B0012158	300.00		300.00
								300.00		300.00
0720401	01/16/25	Recon	0567150	Mississippi Department o	V0582663	01/15/25		112.50		112.50
								112.50		112.50
0720402	01/16/25	Recon	0448620	Moorman, Brittany A.	V0582444	01/10/25		500.00		500.00
								500.00		500.00
0720403	01/16/25	Recon	0289883	NICOR Gas	V0582537	01/13/25	B0011890	2,243.77		2,243.77
					V0582538	01/13/25	B0011890	220.40		220.40
					V0582539	01/13/25	B0011890	974.06		974.06
					V0582540	01/13/25	B0011890	1,176.34		1,176.34
					V0582541	01/13/25	B0011890	5,674.99		5,674.99
								10,289.56		10,289.56
0720404	01/16/25	Outst	0321260	Northern Illinois Servic	V0582535	01/13/25	B0012113	157,862.00		157,862.00
								157,862.00		157,862.00
0720405	01/16/25	Recon	0557774	Gladys Ofosu Dadzie	V0582512	01/10/25		500.00		500.00
								500.00		500.00
0720406	01/16/25	Outst	0311130	Richard Parsons	V0582544	01/13/25		180.00		180.00
								180.00		180.00
0720407	01/16/25	Recon	0294262	Patterson Dental Supply	V0582559	01/13/25	B0011750	184.74		184.74
					V0582561	01/13/25	B0011750	28.67		28.67

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					V0582562	01/13/25	B0011750	2,542.15		2,542.15
					V0582563	01/13/25	B0011750	26.18		26.18
								2,781.74		2,781.74
0720408	01/16/25	Outst	0424193	PitneyBowesGlobalFinanci	V0582650	01/15/25	B0011838	2,442.12		2,442.12
								2,442.12		2,442.12
0720409	01/16/25	Recon	0516210	Prairie Street Brewing C	V0582557	01/13/25	P0050401	6,037.80		6,037.80
								6,037.80		6,037.80
0720410	01/16/25	Recon	0530185	Printing Supplies USA LL	V0582427	01/09/25	B0011797	104.00		104.00
								104.00		104.00
0720411	01/16/25	Recon	0555360	Region 1 Planning Council	V0582548	01/13/25	P0050417	600.00		600.00
								600.00		600.00
0720412	01/16/25	Recon	0316524	Rock Valley College Foun	V0582608	01/14/25		400.00		400.00
								400.00		400.00
0720413	01/16/25	Recon	0270535	Rockford Park District	V0582549	01/13/25	P0050356	2,100.00		2,100.00
								2,100.00		2,100.00
0720414	01/16/25	Recon	0287687	RVC Foundation	V0582580	01/15/25		1,046.00		1,046.00
					V0582601	01/15/25		153.00		153.00
								1,199.00		1,199.00
0720415	01/16/25	Outst	0427957	Betsabe Saucedo	V0582706	01/16/25		1,500.00		1,500.00
								1,500.00		1,500.00
0720416	01/16/25	Recon	0290182	State Disbursement Unit	V0582665	01/15/25		762.53		762.53
								762.53		762.53
0720417	01/16/25	Recon	0290182	State Disbursement Unit	V0582666	01/15/25		242.00		242.00
								242.00		242.00
0720418	01/16/25	Recon	0290182	State Disbursement Unit	V0582668	01/15/25		279.17		279.17
								279.17		279.17

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0720419	01/16/25	Recon	0290060	Swedish American Health	V0582645	01/15/25	P0050291	425.00		425.00
								425.00		425.00
0720420	01/16/25	Outst	0388143	U.S. Dept. of Homeland S	V0582630	01/14/25	B0012084	380.00		380.00
								380.00		380.00
0720421	01/16/25	Outst	0388143	U.S. Dept. of Homeland S	V0582633	01/14/25	B0012084	605.00		605.00
								605.00		605.00
0720422	01/16/25	Outst	0388143	U.S. Dept. of Homeland S	V0582634	01/14/25	B0012084	605.00		605.00
								605.00		605.00
0720423	01/16/25	Outst	0388143	U.S. Dept. of Homeland S	V0582635	01/14/25	B0012084	605.00		605.00
								605.00		605.00
0720424	01/16/25	Recon	0287723	Variable Annuity Life In	V0582577	01/15/25		3,215.00		3,215.00
					V0582584	01/15/25		2,780.00		2,780.00
					V0582598	01/15/25		3,806.83		3,806.83
					V0582602	01/15/25		3,394.44		3,394.44
								13,196.27		13,196.27
0720425	01/16/25	Outst	0548210	Randall F. Wells	V0582546	01/13/25		180.00		180.00
								180.00		180.00
0720426	01/16/25	Recon	0565551	Mark T. Zaranec	V0582586	01/13/25		119.85		119.85
								119.85		119.85
0720427	01/17/25	Void	0289880	Exxon Mobil						
0720428	01/17/25	Recon	0289880	Exxon Mobil	V0582774	01/17/25	B0012026	207.43		207.43
					V0582776	01/17/25	B0012021	3,002.87		3,002.87
								3,210.30		3,210.30
0720429	01/23/25	Recon	0562529	Abbasi, Parvaneh	V0582848	01/21/25		150.00		150.00
								150.00		150.00
0720430	01/23/25	Recon	0292309	Amazon Capital Services	V0582114	01/02/25	P0050349	26.99		26.99
					V0582711	01/16/25	P0050389	8.95		8.95
								35.94		35.94

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0720431	01/23/25	Outst	0516832	Yamilet Arce	V0582770	01/17/25		150.00		150.00
								150.00		150.00
0720432	01/23/25	Outst	0543863	ASE Environmental LLC	V0582740	01/17/25	B0011918	1,144.25		1,144.25
								1,144.25		1,144.25
0720433	01/23/25	Recon	0543013	Craig B. Baker	V0582789	01/17/25		20.00		20.00
								20.00		20.00
0720434	01/23/25	Outst	0542419	Michelle Bautista	V0582806	01/21/25		150.00		150.00
								150.00		150.00
0720435	01/23/25	Outst	0532219	Adriana Birdseye	V0582812	01/21/25		150.00		150.00
								150.00		150.00
0720436	01/23/25	Outst	0289707	Blick Art Materials	V0582151	01/03/25	P0050232	25.60		25.60
								25.60		25.60
0720437	01/23/25	Outst	0412534	Bmi Consulting	V0582778	01/17/25	P0050412	1,630.00		1,630.00
								1,630.00		1,630.00
0720438	01/23/25	Outst	0566712	Cambridge Sensors USA, L	V0582198	01/03/25	P0050381	377.58		377.58
								377.58		377.58
0720439	01/23/25	Outst	0289674	City of Rockford	V0582638	01/15/25	B0012005	233.97		233.97
					V0582942	01/22/25	B0011730	416.00		416.00
								649.97		649.97
0720440	01/23/25	Outst	0564558	Clarity Benefit Solution	V0582710	01/16/25	B0011906	674.15		674.15
								674.15		674.15
0720441	01/23/25	Recon	0511601	Kent Collins	V0582822	01/21/25		180.00		180.00
								180.00		180.00
0720442	01/23/25	Recon	0289662	Comed	V0582883	01/22/25	B0012022	278.68		278.68
								278.68		278.68
0720443	01/23/25	Recon	0384473	Comcast	V0582788	01/17/25	B0011805	360.12		360.12

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								360.12		360.12
0720444	01/23/25	Outst	0559908	Michael Daniels	V0582823	01/21/25		180.00		180.00
								180.00		180.00
0720445	01/23/25	Outst	0304185	Driskell, Kutansha	V0582773	01/17/25		150.00		150.00
								150.00		150.00
0720446	01/23/25	Outst	0566222	Field, Madison	V0582751	01/17/25		150.00		150.00
								150.00		150.00
0720447	01/23/25	Outst	0545889	Edna Filovic	V0582824	01/21/25		150.00		150.00
								150.00		150.00
0720448	01/23/25	Outst	0294674	Four Rivers Sanitation A	V0582713	01/17/25	B0012074	205.39		205.39
					V0582714	01/17/25	B0012074	102.79		102.79
					V0582715	01/17/25	B0012074	1,884.97		1,884.97
					V0582716	01/17/25	B0012074	302.59		302.59
					V0582717	01/17/25	B0012074	5.57		5.57
					V0582718	01/17/25	B0012074	210.80		210.80
					V0582719	01/17/25	B0012074	248.59		248.59
					V0582720	01/17/25	B0012074	32.57		32.57
					V0582721	01/17/25	B0012074	653.63		653.63
					V0582722	01/17/25	B0012074	16.37		16.37
					V0582723	01/17/25	B0012074	259.40		259.40
					V0582724	01/17/25	B0012074	324.21		324.21
					V0582726	01/17/25	B0012074	334.99		334.99
					V0582727	01/17/25	B0012074	21.77		21.77
					V0582729	01/17/25	B0012074	124.37		124.37
					V0582894	01/22/25	B0012074	121.73		121.73
								4,849.74		4,849.74
0720449	01/23/25	Recon	0432293	Freudenberg, Kimberlyn	V0582775	01/17/25		150.00		150.00
								150.00		150.00
0720450	01/23/25	Outst	0421257	Frontier Communications	V0582736	01/17/25	B0011747	893.35		893.35
								893.35		893.35
0720451	01/23/25	Outst	0330809	Mr. Jose L. Galarza Gala	V0582768	01/17/25		164.99		164.99
								164.99		164.99
0720452	01/23/25	Outst	0103378	Christine C. Garbe	V0582853	01/22/25		99.58		99.58

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								99.58		99.58
0720453	01/23/25	Outst	0570844	Garduno, Adriana	V0582825	01/21/25		150.00		150.00
								150.00		150.00
0720454	01/23/25	Recon	0426379	Gaumard Scientific	V0582695	01/15/25	P0050385	49.00		49.00
								49.00		49.00
0720455	01/23/25	Outst	0534622	Gonzalez, Ruby	V0582777	01/17/25		150.00		150.00
								150.00		150.00
0720456	01/23/25	Outst	0541115	Gumaa, Nagla	V0582808	01/21/25		150.00		150.00
								150.00		150.00
0720457	01/23/25	Outst	0555136	Hartmann, Ella M.	V0582827	01/21/25		150.00		150.00
								150.00		150.00
0720458	01/23/25	Outst	0568376	Hedges, Sophia C.	V0582752	01/17/25		150.00		150.00
								150.00		150.00
0720459	01/23/25	Outst	0360689	Jerry A. Hose II	V0582947	01/23/25		293.49		293.49
								293.49		293.49
0720460	01/23/25	Outst	0295394	ICCCFO	V0582895	01/22/25		125.00		125.00
								125.00		125.00
0720461	01/23/25	Outst	0281901	Javon Bea Hospital - Roc	V0582765	01/17/25	P0050332	220.00		220.00
								220.00		220.00
0720462	01/23/25	Recon	0278293	Lindsey N. Kasten	V0582959	01/23/25		1,500.00		1,500.00
								1,500.00		1,500.00
0720463	01/23/25	Outst	0166957	Joel P. Keller	V0582922	01/22/25		180.00		180.00
								180.00		180.00
0720464	01/23/25	Outst	0530499	Robert S. Kozlov	V0582795	01/17/25		150.00		150.00
								150.00		150.00



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0720465	01/23/25	Outst	0527914	Kaitlin N. Krabbe	V0582743	01/17/25		150.00		150.00
								150.00		150.00
0720466	01/23/25	Recon	0461263	Jessica B. Krentiras	V0582753	01/17/25		150.00		150.00
								150.00		150.00
0720467	01/23/25	Outst	0565978	Luc Leszczynski	V0582920	01/22/25		180.00		180.00
								180.00		180.00
0720468	01/23/25	Recon	0312906	Lincoln Electric Company	V0582621	01/14/25	B0011908	600.00		600.00
								600.00		600.00
0720469	01/23/25	Outst	0549830	Lingk Inc	V0582941	01/22/25	B0011806	11,025.00		11,025.00
								11,025.00		11,025.00
0720470	01/23/25	Recon	0110380	Christine Lott	V0582954	01/23/25		750.00		750.00
								750.00		750.00
0720471	01/23/25	Outst	0289883	NICOR Gas	V0582816	01/21/25	B0011890	934.87		934.87
					V0582821	01/21/25	B0011890	831.32		831.32
					V0582906	01/22/25	B0011890	507.40		507.40
								2,273.59		2,273.59
0720472	01/23/25	Outst	0556617	Office Pro Inc	V0582302	01/07/25	B0011793	3,021.28		3,021.28
								3,021.28		3,021.28
0720473	01/23/25	Outst	0525484	Ongtengco, Andrew S.	V0582828	01/21/25		150.00		150.00
								150.00		150.00
0720474	01/23/25	Outst	0552328	Owensboro Community & Te	V0582787	01/17/25	P0050002	1,170.00		1,170.00
								1,170.00		1,170.00
0720475	01/23/25	Outst	0529660	Perez, Adasmari	V0582833	01/21/25		150.00		150.00
								150.00		150.00
0720476	01/23/25	Outst	0292285	Physicians Immediate Car	V0582852	01/22/25		723.00		723.00
								723.00		723.00

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0720477	01/23/25	Recon	0575288	Prairie Land Golf & Util	V0582564	01/13/25	P0050391	10,336.75		10,336.75
					V0582565	01/13/25	P0050391	10,928.50		10,928.50
								21,265.25		21,265.25
0720478	01/23/25	Recon	0571237	Precision Sports Trainin	V0582946	01/23/25	B0012132	1,387.50		1,387.50
								1,387.50		1,387.50
0720479	01/23/25	Recon	0300932	Rock River Ford	V0582738	01/17/25	B0011964	49.50		49.50
					V0582926	01/22/25	B0011964	161.35		161.35
								210.85		210.85
0720480	01/23/25	Recon	0564089	Rolling-Edlebeck, Natali	V0582804	01/21/25		150.00		150.00
								150.00		150.00
0720481	01/23/25	Outst	0275693	Southern IL Univ Carbond	V0582885	01/22/25	B0012138	1,360.00		1,360.00
								1,360.00		1,360.00
0720482	01/23/25	Recon	0557900	Sulzener, Ayden	V0582815	01/21/25		150.00		150.00
								150.00		150.00
0720483	01/23/25	Recon	0515799	Brett M. Swalve	V0582830	01/21/25		180.00		180.00
								180.00		180.00
0720484	01/23/25	Outst	0366641	Testing Service Corporat	V0582186	01/03/25	B0012137	4,150.00		4,150.00
					V0582893	01/22/25	B0012137	590.00		590.00
								4,740.00		4,740.00
0720485	01/23/25	Recon	0544081	Alexis M. Tovar	V0582813	01/21/25		150.00		150.00
								150.00		150.00
0720486	01/23/25	Outst	0388143	U.S. Dept. of Homeland S	V0582809	01/21/25	B0012084	605.00		605.00
								605.00		605.00
0720487	01/23/25	Outst	0388143	U.S. Dept. of Homeland S	V0582810	01/21/25	B0012084	605.00		605.00
								605.00		605.00
0720488	01/23/25	Outst	0286444	Verizon Wireless	V0582904	01/22/25	B0011837	3,285.14		3,285.14
								3,285.14		3,285.14

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0720489	01/23/25	Outst	0423155	Wade, Candice N.	V0582843	01/21/25		150.00		150.00
								150.00		150.00
0720490	01/23/25	Recon	0575892	Wayne Schmitt	V0582841	01/21/25	P0050448	1,600.00		1,600.00
								1,600.00		1,600.00
0720491	01/23/25	Recon	0496943	Marvelina Weber	V0582750	01/17/25		150.00		150.00
								150.00		150.00
0720492	01/23/25	Outst	0568706	Welle, Benjamin E.	V0582817	01/21/25		150.00		150.00
								150.00		150.00
0720493	01/23/25	Outst	0456305	Mark Woelfel	V0582923	01/22/25		180.00		180.00
								180.00		180.00
0720494	01/23/25	Recon	0550426	Alireza Zandi Atashbar	V0582834	01/21/25		150.00		150.00
								150.00		150.00
0720495	01/30/25	Outst	0332531	AHEAD	V0583091	01/28/25	P0050471	1,125.00		1,125.00
								1,125.00		1,125.00
0720496	01/30/25	Outst	0292309	Amazon Capital Services	V0582272	01/06/25	P0050342	67.77		67.77
					V0582274	01/06/25	P0050368	59.98		59.98
					V0582290	01/07/25	P0050374	193.74		193.74
					V0582291	01/07/25	P0050349	538.93		538.93
					V0582292	01/07/25	P0050355	33.39		33.39
					V0583085	01/28/25	P0050429	1,887.45		1,887.45
								2,781.26		2,781.26
0720497	01/30/25	Outst	0287693	American Funds Service C	V0583097	01/31/25		1,666.67		1,666.67
					V0583279	01/31/25		1,683.33		1,683.33
								3,350.00		3,350.00
0720498	01/30/25	Outst	0576080	Logan Andersen	V0583310	01/29/25		180.00		180.00
								180.00		180.00
0720499	01/30/25	Outst	0287722	Newport Trust Company	V0583104	01/31/25		175.00		175.00
					V0583283	01/31/25		2,703.50		2,703.50
								2,878.50		2,878.50

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0720500	01/30/25	Outst	0543863	ASE Environmental LLC	V0582741	01/17/25	B0011738	3,910.00		3,910.00
								3,910.00		3,910.00
0720501	01/30/25	Outst	0566587	David Avignone	V0583058	01/28/25		180.00		180.00
								180.00		180.00
0720502	01/30/25	Outst	0569161	Soman Azizi	V0583108	01/29/25		60.00		60.00
								60.00		60.00
0720503	01/30/25	Outst	0553248	Bamba, Elijah B.	V0583109	01/29/25		30.00		30.00
								30.00		30.00
0720504	01/30/25	Outst	0569257	Pelagia Bani	V0583110	01/29/25		50.00		50.00
								50.00		50.00
0720505	01/30/25	Outst	0571226	Bannerman, Taurion	V0583111	01/29/25		51.43		51.43
								51.43		51.43
0720506	01/30/25	Outst	0414645	Daniel J. Blumlo	V0583090	01/28/25		1,000.00		1,000.00
								1,000.00		1,000.00
0720507	01/30/25	Outst	0053834	Julie A. Boggie	V0582969	01/23/25		159.00		159.00
								159.00		159.00
0720508	01/30/25	Outst	0287204	City of Belvidere	V0583334	01/29/25	P0050476	1,012.50		1,012.50
								1,012.50		1,012.50
0720509	01/30/25	Outst	0511601	Kent Collins	V0583301	01/29/25		180.00		180.00
								180.00		180.00
0720510	01/30/25	Outst	0551380	Bianca Davis	V0583355	01/30/25		70.29		70.29
					V0583356	01/30/25		36.37		36.37
					V0583357	01/30/25		31.46		31.46
					V0583358	01/30/25		21.00		21.00
								159.12		159.12
0720511	01/30/25	Outst	0575405	Clinical Trac	V0583303	01/29/25	P0050446	3,300.00		3,300.00
								3,300.00		3,300.00



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								42.86		42.86
0720525	01/30/25	Outst	0287700	Horace Mann Life Insuran	V0583100	01/31/25		195.00		195.00
								195.00		195.00
0720526	01/30/25	Outst	0563018	HUG Your Baby	V0583352	01/30/25	B0011912	630.00		630.00
								630.00		630.00
0720527	01/30/25	Outst	0559769	Igirimpuhwe, Emmanuel	V0583123	01/29/25		30.00		30.00
								30.00		30.00
0720528	01/30/25	Outst	0309574	IL Fraternal Order	V0583098	01/31/25		216.00		216.00
								216.00		216.00
0720529	01/30/25	Outst	0294186	ILEAS	V0583335	01/29/25	P0050477	200.00		200.00
								200.00		200.00
0720530	01/30/25	Outst	0302769	IMACC	V0583083	01/28/25		380.00		380.00
								380.00		380.00
0720531	01/30/25	Outst	0379393	Interact Communications,	V0582973	01/24/25	B0012167	22,500.00		22,500.00
								22,500.00		22,500.00
0720532	01/30/25	Outst	0575607	Iqbal, Ezra	V0583308	01/29/25		25.71		25.71
								25.71		25.71
0720533	01/30/25	Outst	0575120	Ishimwe, Manzi	V0583243	01/29/25		60.00		60.00
								60.00		60.00
0720534	01/30/25	Outst	0552918	Jules, Winazi	V0583257	01/29/25		60.00		60.00
								60.00		60.00
0720535	01/30/25	Outst	0569255	Banga Kabagambe	V0583277	01/29/25		40.00		40.00
								40.00		40.00
0720536	01/30/25	Outst	0560828	Bikyeombe Kalumbe	V0583284	01/29/25		60.00		60.00
								60.00		60.00

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0720537	01/30/25	Outst	0482580	Afshan J. Khan	V0582978	01/24/25	B0012168	1,450.00		1,450.00
					V0582979	01/24/25	B0012168	1,600.00		1,600.00
								3,050.00		3,050.00
0720538	01/30/25	Outst	0569260	Regina Kibukila	V0583285	01/29/25				60.00
										60.00
										60.00
0720539	01/30/25	Outst	0569346	Samuel Kibukila	V0583305	01/29/25				60.00
										60.00
										60.00
0720540	01/30/25	Outst	0308421	Lamar Companies	V0582620	01/14/25	B0011855	3,000.00		3,000.00
								3,000.00		3,000.00
0720541	01/30/25	Outst	0386268	Brandon L. Lamm	V0583075	01/28/25				103.99
										103.99
										103.99
0720542	01/30/25	Outst	0575158	Livingston, Jeremiah	V0583327	01/29/25				42.86
										42.86
										42.86
0720543	01/30/25	Outst	0289872	Lowe's Home Improvement	V0583336	01/30/25	B0011963	56.90		56.90
							B0011963	33.23		33.23
							B0011963	25.14		25.14
							B0011963	111.52		111.52
							B0011963	37.96		37.96
							B0011963	121.47		121.47
							B0011963	47.42		47.42
							B0011963	221.57		221.57
							B0011963	408.32		408.32
							B0012106	256.68		256.68
								1,320.21		1,320.21
0720544	01/30/25	Outst	0487743	Lydia S. Meyer	V0583365	01/30/25				250.00
										250.00
										250.00
0720545	01/30/25	Outst	0561537	Madede Lutungu	V0583326	01/29/25				50.00
										50.00
										50.00
0720546	01/30/25	Outst	0287706	Mass Mutual Payment Serv	V0583101	01/31/25				100.00
										100.00
										100.00

Bank Code: IP IL Bank & Trust Accts Payable  
GL Account No: 01-00000-11293

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0720547	01/30/25	Outst	0569259	Ertier Mavungo	V0583324	01/29/25		60.00		60.00
								60.00		60.00
0720548	01/30/25	Outst	0290526	Paul McCombs	V0583021	01/27/25		1,910.18		1,910.18
								1,910.18		1,910.18
0720549	01/30/25	Outst	0283985	Menard's	V0583011	01/24/25	B0011898	83.89		83.89
								83.89		83.89
0720550	01/30/25	Outst	0574264	Midwest Growth Advisors,	V0583081	01/28/25	P0050470	150.00		150.00
								150.00		150.00
0720551	01/30/25	Outst	0300457	Midwest Mailworks Inc	V0583020	01/27/25	B0011842	102.84		102.84
								102.84		102.84
0720552	01/30/25	Outst	0574574	Minnihan's Tree Service	V0582605	01/14/25	B0012158	600.00		600.00
					V0582612	01/14/25	B0012158	600.00		600.00
					V0582615	01/14/25	B0012158	600.00		600.00
								1,800.00		1,800.00
0720553	01/30/25	Outst	0567150	Mississippi Department o	V0583349	01/30/25		112.50		112.50
								112.50		112.50
0720554	01/30/25	Outst	0574383	Modulex Mid-Atlantic	V0582619	01/14/25	B0012143	778.00		778.00
								778.00		778.00
0720555	01/30/25	Outst	0562328	June Moe	V0583322	01/29/25		60.00		60.00
								60.00		60.00
0720556	01/30/25	Outst	0570754	Nasia Morehead	V0583321	01/29/25		60.00		60.00
								60.00		60.00
0720557	01/30/25	Outst	0380346	MOTOROLA SOLUTIONS - STA	V0582381	01/08/25	B0011727	552.00		552.00
								552.00		552.00
0720558	01/30/25	Outst	0561583	Msebengi, Guy W.	V0583307	01/29/25		60.00		60.00
								60.00		60.00



Bank Code: IP IL Bank & Trust Accts Payable  
GL Account No: 01-00000-11293

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0720559	01/30/25	Outst	0569252	Martin Mukucha	V0583319	01/29/25		60.00		60.00
								60.00		60.00
0720560	01/30/25	Outst	0561445	Ghulam Rahman Nabizada	V0583318	01/29/25		30.00		30.00
								30.00		30.00
0720561	01/30/25	Outst	0289883	NICOR Gas	V0582968	01/23/25	B0011890	642.06		642.06
								642.06		642.06
0720562	01/30/25	Outst	0466962	Forrest Olesiak	V0583078	01/28/25		180.00		180.00
								180.00		180.00
0720563	01/30/25	Outst	0529696	Paoli Clay Co Inc	V0582575	01/13/25	B0011784	508.00		508.00
								508.00		508.00
0720564	01/30/25	Outst	0294262	Patterson Dental Supply	V0583010	01/24/25	B0011750	232.56		232.56
								232.56		232.56
0720565	01/30/25	Outst	0107478	Jeffrey D. Petty	V0583325	01/29/25		500.00		500.00
								500.00		500.00
0720566	01/30/25	Outst	0292285	Physicians Immediate Car	V0583032	01/27/25		1,860.00		1,860.00
								1,860.00		1,860.00
0720567	01/30/25	Outst	0530185	Printing Supplies USA LL	V0582786	01/17/25	B0011797	167.00		167.00
					V0582839	01/21/25	B0011797	175.00		175.00
								342.00		342.00
0720568	01/30/25	Outst	0569212	Hadi Raymond	V0583317	01/29/25		20.00		20.00
								20.00		20.00
0720569	01/30/25	Outst	0493655	Jason Robinson	V0583302	01/29/25		180.00		180.00
								180.00		180.00
0720570	01/30/25	Outst	0300932	Rock River Ford	V0583369	01/30/25	B0011964	94.40		94.40
								94.40		94.40
0720571	01/30/25	Recon	0316524	Rock Valley College Foun	V0582970	01/23/25		37,500.00		37,500.00

Bank Code: IP IL Bank & Trust Accts Payable  
GL Account No: 01-00000-11293

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								37,500.00		37,500.00
0720572	01/30/25	Outst	0561738	Marie Rulinda	V0583316	01/29/25		50.00		50.00
								50.00		50.00
0720573	01/30/25	Outst	0287687	RVC Foundation	V0583099	01/31/25		996.00		996.00
					V0583107	01/29/25		500.00		500.00
					V0583281	01/31/25		173.00		173.00
								1,669.00		1,669.00
0720574	01/30/25	Outst	0570650	Pendeza Sami	V0583315	01/29/25		30.00		30.00
								30.00		30.00
0720575	01/30/25	Outst	0001862	Southeastern Community C	V0582784	01/17/25	P0050442	700.00		700.00
								700.00		700.00
0720576	01/30/25	Outst	0290182	State Disbursement Unit	V0583353	01/30/25		762.53		762.53
								762.53		762.53
0720577	01/30/25	Outst	0290182	State Disbursement Unit	V0583354	01/30/25		242.00		242.00
								242.00		242.00
0720578	01/30/25	Outst	0290182	State Disbursement Unit	V0583359	01/30/25		279.17		279.17
								279.17		279.17
0720579	01/30/25	Outst	0551291	Dr. Hansen S. Stewart	V0582980	01/24/25		75.00		75.00
								75.00		75.00
0720580	01/30/25	Outst	0482549	John Szafraniec	V0583064	01/28/25		180.00		180.00
								180.00		180.00
0720581	01/30/25	Outst	0388143	U.S. Dept. of Homeland S	V0583036	01/27/25	B0012084	760.00		760.00
								760.00		760.00
0720582	01/30/25	Outst	0388143	U.S. Dept. of Homeland S	V0583037	01/27/25	B0012084	605.00		605.00
								605.00		605.00
0720583	01/30/25	Outst	0371737	University of Illinois	V0582957	01/23/25	B0011729	3,495.33-		-3,495.33
					V0583070	01/28/25	B0011729	7,843.00		7,843.00

Bank Code: IP IL Bank & Trust Accts Payable  
GL Account No: 01-00000-11293

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								4,347.67		4,347.67
0720584	01/30/25	Outst	0569254	Belise Uwase	V0583314	01/29/25		60.00		60.00
								60.00		60.00
0720585	01/30/25	Outst	0290068	Van Galder Bus Company	V0582986	01/24/25	B0011811	1,444.00		1,444.00
					V0583093	01/29/25	B0011811	990.00		990.00
								2,434.00		2,434.00
0720586	01/30/25	Outst	0287723	Variable Annuity Life In	V0583096	01/31/25		3,215.00		3,215.00
					V0583103	01/31/25		2,630.00		2,630.00
					V0583278	01/31/25		3,981.83		3,981.83
					V0583282	01/31/25		3,394.44		3,394.44
								13,221.27		13,221.27
0720587	01/30/25	Outst	0541015	Terrence R. Wandtke	V0583366	01/30/25		9.37		9.37
								9.37		9.37
0720588	01/30/25	Outst	0576060	Larissa Whipple	V0583341	01/30/25		150.00		150.00
								150.00		150.00
0720589	01/30/25	Outst	0456305	Mark Woelfel	V0583062	01/28/25		180.00		180.00
								180.00		180.00
0720590	01/31/25	Outst	0561587	Byaombe Mukucha	V0583320	01/29/25		50.00		50.00
								50.00		50.00
								=====	=====	=====
								2,462,554.18		2,462,554.18

Bank Code	Account Number	Description	Debit	Credit
IP IL Bank & Trust Acct	01-00000-23100	Other : Accounts Payable	2,386,034.24	0.00
	01-00000-23500	Other : Accounts Payable/Datat	76,519.94	0.00
	01-00000-11293	Other : IB&T Accounts Payable	0.00	2,462,554.18
			2,462,554.18	2,462,554.18

**Purchase Report-A - FY2025 Purchases**

Recommendation: Board approval for items marked with an asterisk.

A. HVAC Services – (Maintenance Services Plant Operations & Maintenance – Boiler House)

<b>Alpha Controls &amp; Service LLC</b>	<b>Rockford, IL</b>	<b>\$37,100.00*(1)</b>
		<b>Not to exceed</b>

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. HVAC Upgrades – (Site improvements – PHS HVAC Upgrade)

<b>Johnson Controls Inc</b>	<b>Rockford, IL</b>	<b>\$302,000.00*(2)</b>
		<b>Not to exceed</b>

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. Furniture – (Office Equipment/Furniture – SC Furniture)

<b>Krueger International</b>	<b>Green Bay, WI</b>	<b>\$50,000.00*(3)</b>
		<b>Not to exceed</b>

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)

<b>Testing Service Corporation</b>	<b>Carol Stream, IL</b>	<b>\$70,000.00*(4)</b>
		<b>Not to exceed</b>

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 System Upgrade – (Other Capital Outlay – Starlight Theatre)

**Barbizon Light of New England, Inc. DBA Barbizon Light of Chicago**  
**Woburn, MA \$151,407.00\*(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 received one submittal which was opened on February 11, 2025. Barbizon Light of Chicago’s factory certified technicians will provide the parts and programming while their subcontractor, Helm Electric, will provide the electrical work. The work will be scheduled to be completed prior to the start of the 2025 performance season. This award includes a 10% contingency.

FY2025 Capital Expense

F. Fire Alarm Replacements – (Other Capital Outlay – PHS Fire Alarm Upgrade)

**Johnson Controls Fire Protection LP Addison, IL \$30,000.00\*(6)**  
**Not to exceed**

6. This expense is for the complete panel replacement of the main controller board in the Boiler House and the fire alarm panel in the Stenstrom Student Center. These components of the fire alarm system are failing and need to be replaced. Johnson Controls Fire Protection is the sole provider of service and supplies for the Simplex fire alarm system and its components. This 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 Capital Expense

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

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

**Purchase Report-A - FY2025 Purchases**

Recommendation: Board approval for items marked with an asterisk.

A. HVAC Services – (Maintenance Services Plant Operations & Maintenance – Boiler House)

<b>Alpha Controls &amp; Service LLC</b>	<b>Rockford, IL</b>	<b>\$37,100.00*(1)</b>
		<b>Not to exceed</b>

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. HVAC Upgrades – (Site improvements – PHS HVAC Upgrade)

<b>Johnson Controls Inc</b>	<b>Rockford, IL</b>	<b>\$302,000.00*(2)</b>
		<b>Not to exceed</b>

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. Furniture – (Office Equipment/Furniture – SC Furniture)

<b>Krueger International</b>	<b>Green Bay, WI</b>	<b>\$50,000.00*(3)</b>
		<b>Not to exceed</b>

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)

<b>Testing Service Corporation</b>	<b>Carol Stream, IL</b>	<b>\$70,000.00*(4)</b>
		<b>Not to exceed</b>

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 System Upgrade – (Other Capital Outlay – Starlight Theatre)

**Barbizon Light of New England, Inc. DBA Barbizon Light of Chicago**

	<b>Woburn, MA</b>	<b>\$151,407.00</b>
<del>TBD</del>	<del>\$TBD*(5)</del>	<del>TBD</del>

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 received one submittal which was~~ opened on February 11, 2025. Barbizon Light of Chicago’s factory certified technicians will provide the parts and programming while their subcontractor, Helm Electric, will provide the electrical work. The w, and a recommendation must be brought to the February 25, 2025, Board in order for the work will be scheduled to be completed to be completed prior to the start of the 2025 performance season. This award includes a 10% contingency.

FY2025 Capital Expense

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

<del><b>Carahsoft Technology Group</b></del>	<del><b>Reston, VA</b></del>	<del><b>\$TBD*(6)</b></del>
----------------------------------------------	------------------------------	-----------------------------

~~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~~

Purchase Report-A - FY2025 Purchases

F. Fire Alarm Replacements – (Other Capital Outlay – PHS Fire Alarm Upgrade)

<u>Johnson Controls Fire Protection LP</u>	<u>Addison, IL</u>	<u>\$30,000.00*(6)</u>
		<u>Not to exceed</u>

6. This expense is for the complete panel replacement of the main controller board in the Boiler House and the fire alarm panel in the Stenstrom Student Center. These components of the fire alarm system are failing and need to be replaced. Johnson Controls Fire Protection is the sole provider of service and supplies for the Simplex fire alarm system and its components. This 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 Capital Expense

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

Board Approval: \_\_\_\_\_  
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.**

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Howard J. Spearman, Ph.D.  
President

Board Approval: \_\_\_\_\_  
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 Exhibit A.

**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.

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

Adopted this 25th day of February 2025 by the following vote.

AYES:

NAYS:

ABSENT:

ATTEST:

\_\_\_\_\_  
Chairperson, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

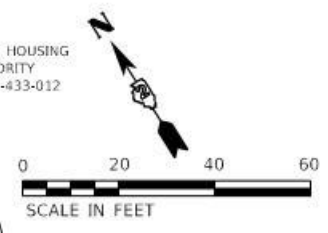
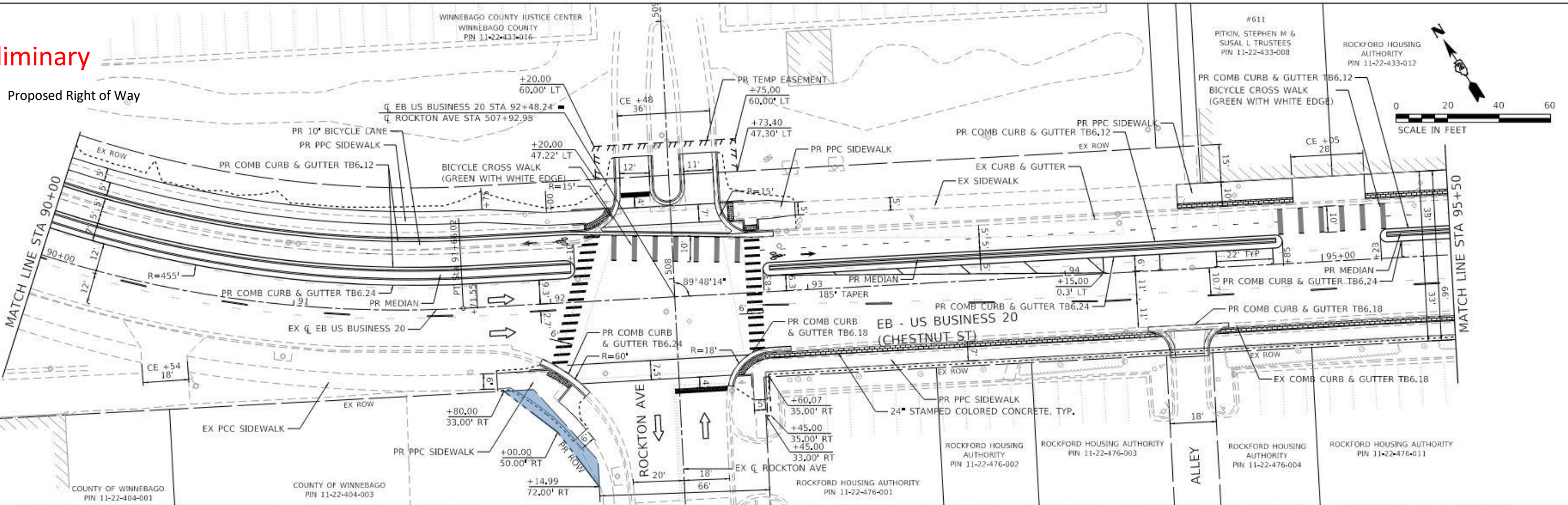
# **EXHIBIT 1**

[Insert Purchase and Sale Agreement]



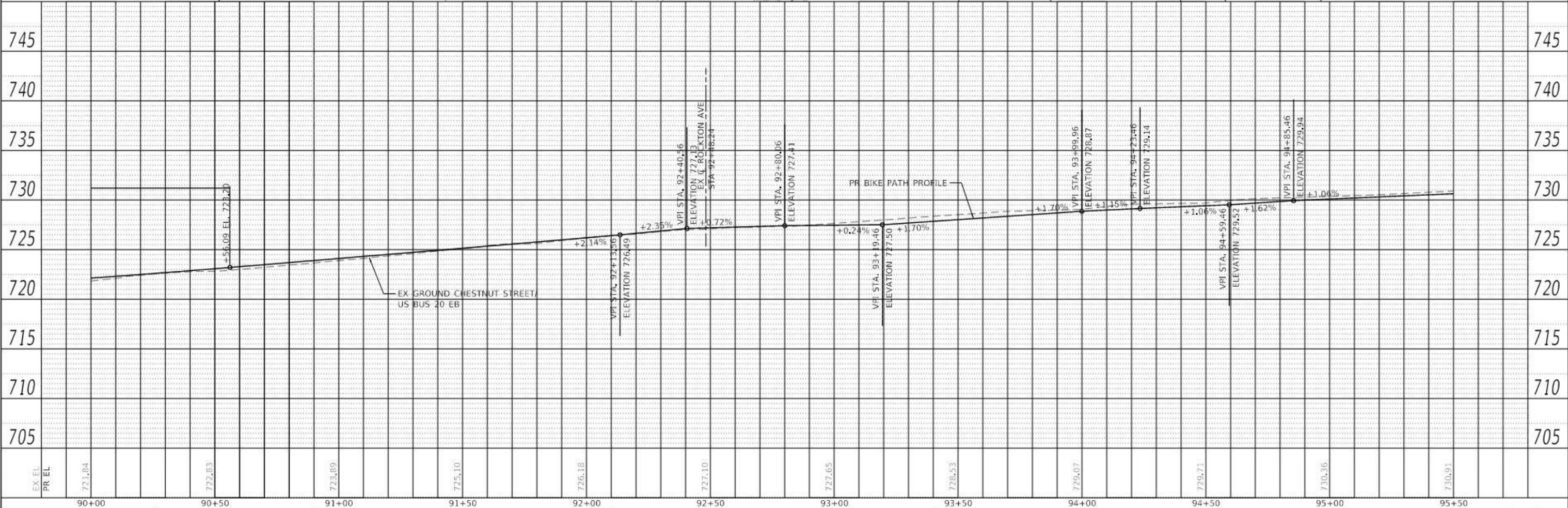
Preliminary

Proposed Right of Way



DATE	
BY	
PLAN	
REVISIONS	
NO.	
DATE	
BY	
DESCRIPTION	

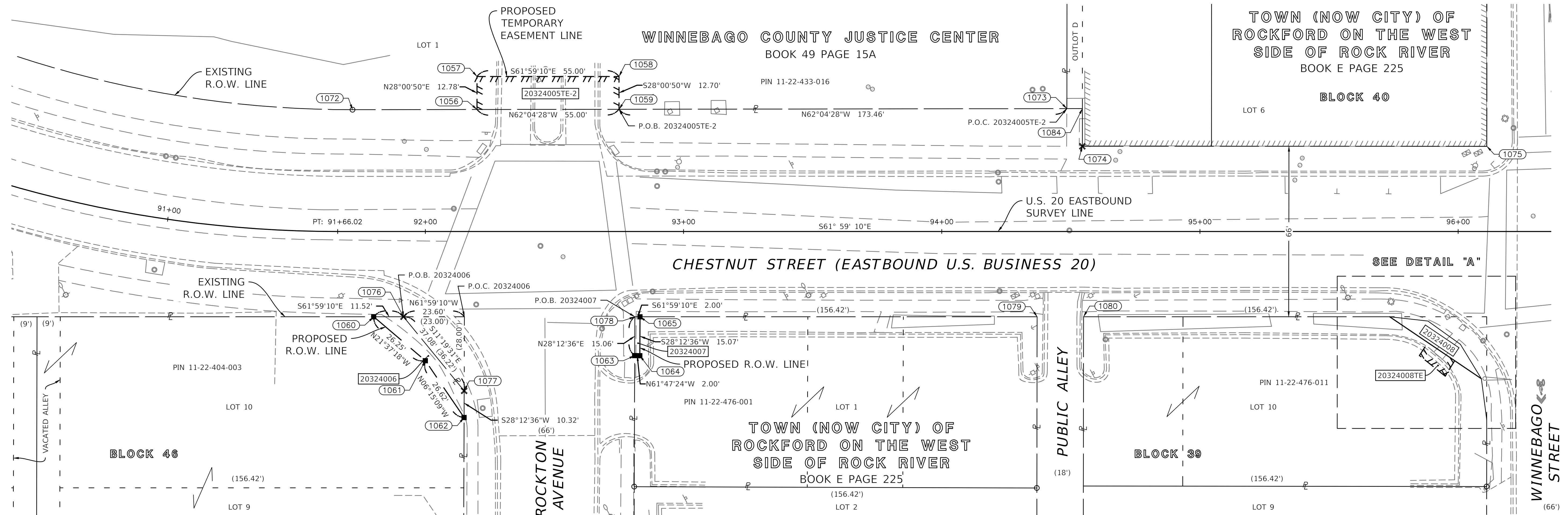
DATE	
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REVISIONS	
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DATE	
BY	
DESCRIPTION	



HRG PROJECT NO. 22097  
 HRG PROJ. CONTACT  
 FILE NAME: 22097\_2022\_05.dwg  
 PLOT DATE: 11/22/2023  
 PEN TABLE: pen.tbl

	USER NAME: mmltkoo DESIGNED: MIW DRAWN: FID CHECKED: MIW DATE: 9/22/2023	REVISED: - REVISED: - REVISED: - REVISED: -	<b>STATE OF ILLINOIS</b> <b>DEPARTMENT OF TRANSPORTATION</b>	<b>ROADWAY PLAN AND PROFILE</b> <b>US BUSINESS 20 - EASTBOUND</b>	F.A.P. RTE.: 303 SECTION: 22-00663-00-BT COUNTY: WINNEBAGO CONTRACT NO.:	TOTAL SHEETS: 19 SHEET NO.: 5
	PLOT SCALE: 1"=20' PLOT DATE: 11/22/2023	SCALE: 1"=20' SHEET 5 OF 19 SHEETS STA. 90+00 TO STA. 95+50			ILLINOIS FED. AID PROJECT	





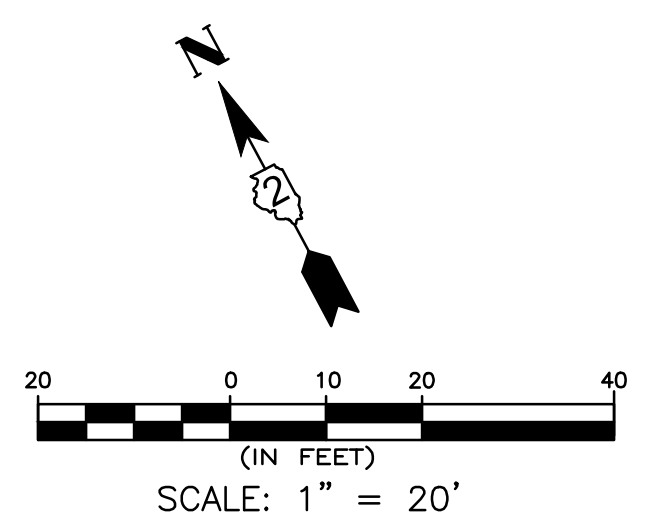
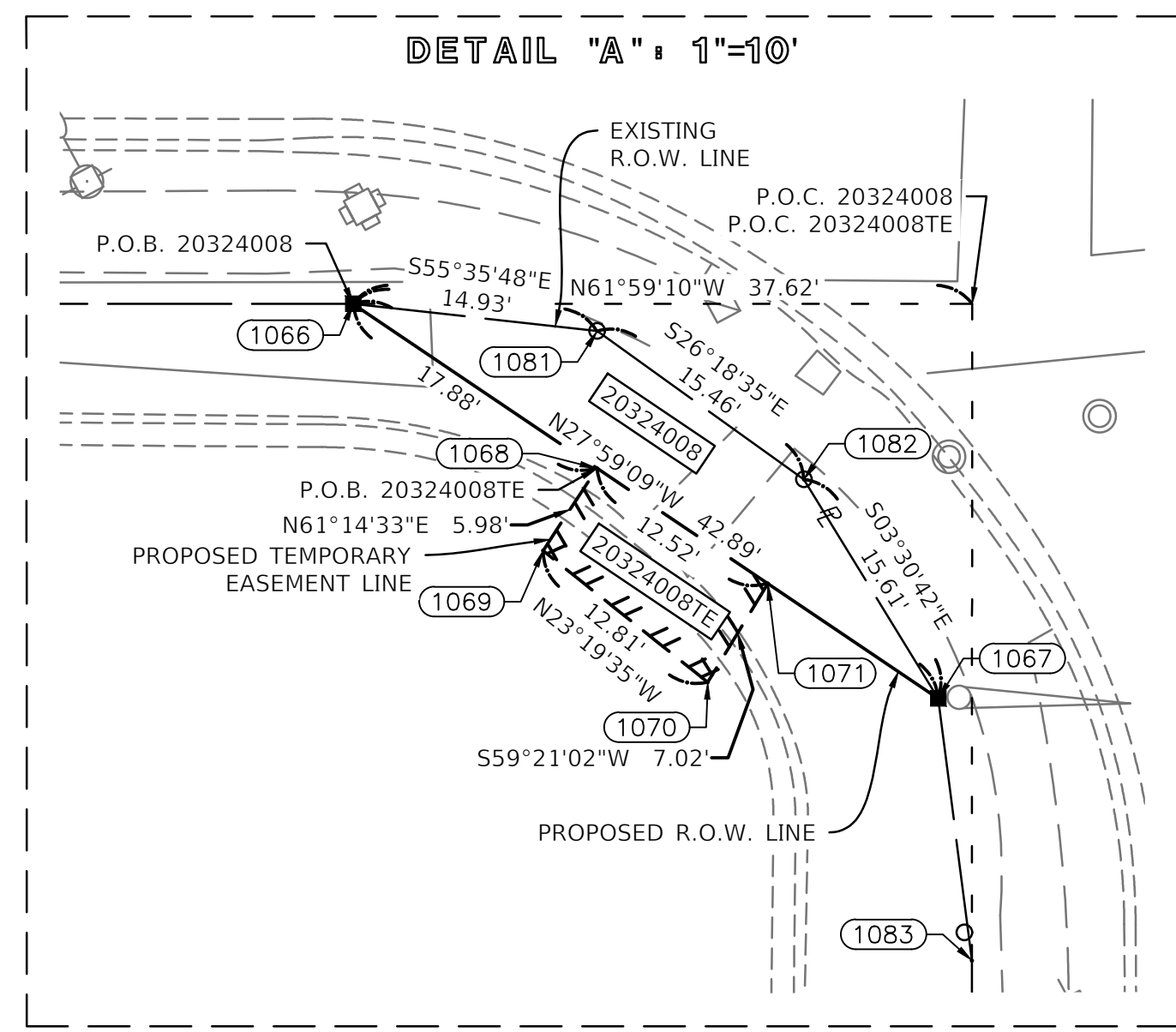
COORDINATE TABLE - EASTBOUND U.S. BUSINESS 20

POINT NO.	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
1056	2043351.30	2585015.40	92+20.00	-47.22'	PROPOSED EASEMENT
1057	2043362.59	2585021.41	92+20.00	-60.00'	PROPOSED EASEMENT
1058	2043336.76	2585069.96	92+75.00	-60.00'	PROPOSED EASEMENT
1059	2043325.55	2585064.00	92+75.00	-47.30'	PROPOSED EASEMENT
1060	2043299.27	2584942.41	91+80.00	33.00'	PROPOSED ROW
1061	2043274.87	2584952.08	92+00.00	50.00'	PROPOSED ROW
1062	2043248.41	2584954.98	92+14.98	72.00'	PROPOSED ROW
1063	2043238.51	2585024.57	92+81.07	48.06'	PROPOSED ROW
1064	2043237.56	2585026.33	92+83.07	48.07'	PROPOSED ROW
1065	2043250.84	2585033.45	92+83.12	33.00'	PROPOSED ROW
1066	2043114.47	2585289.76	95+73.45	33.00'	PROPOSED ROW
1067	2043076.60	2585309.89	96+09.00	56.98'	PROPOSED ROW
1068	2043098.68	2585298.15	95+88.27	43.00'	PROPOSED EASEMENT
1069	2043095.81	2585292.91	95+85.00	48.00'	PROPOSED EASEMENT
1070	2043084.05	2585297.98	95+95.00	56.00'	PROPOSED EASEMENT

COORDINATE TABLE - EASTBOUND U.S. BUSINESS 20

POINT NO.	NORTHING	EASTING	STATION	OFFSET	DESCRIPTION
1071	2043087.63	2585304.03	95+98.65	50.00'	PROPOSED EASEMENT
1072	2043373.88	2584972.82	91+71.80	-47.14'	EXISTING ROW
1073	2043244.31	2585217.26	94+48.45	-47.57'	EXISTING ROW
1074	2043228.64	2585215.70	94+54.44	-33.00'	EXISTING ROW
1075	2043155.06	2585354.00	96+11.10	-33.00'	EXISTING ROW
1076	2043293.86	2584952.58	91+91.51	33.00'	EXISTING ROW
1077	2043257.50	2584959.86	92+15.02	61.68'	EXISTING ROW
1078	2043251.78	2585031.69	92+81.12	33.00'	EXISTING ROW
1079	2043178.60	2585169.23	94+36.92	33.00'	EXISTING ROW
1080	2043170.14	2585185.13	94+54.92	33.00'	EXISTING ROW
1081	2043106.04	2585302.08	95+88.28	34.66'	EXISTING ROW
1082	2043092.18	2585308.93	96+00.84	43.68'	EXISTING ROW
1083	2043061.59	2585304.21	96+11.04	72.90'	EXISTING ROW
1084	2043241.50	2585222.56	94+54.45	-47.58'	EXISTING ROW

PARCEL NO.	OWNER	TOTAL HOLDING		ROW REQUIRED				EASEMENTS				
		ACRES	SQ FT	TOAL AREA REQUIRED	AREA IN EXISTING ROADWAY	NET AREA REQUIRED	AREA REMAINING	PE=PERMANENT	TE=TEMPORARY	ACRES	SQ FT	EASEMENT PURPOSE
20324006	BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 511, WINNEBAGO, BOONE, DEKALB, MCHENRY, OGLE AND STEPHENSON COUNTIES, ILLINOIS	1.249±		0.006±	0	0.006±	1.243±					
20324007	ROCKFORD HOUSING AUTHORITY		10,293±	30±	0	30±	10,263±					
20324008	ROCKFORD HOUSING AUTHORITY		9,951±	195±	0	195±	9,756±	TE=82±			SIDEWALK IMPROVEMENTS	



STATE OF ILLINOIS } SS  
COUNTY OF MCHENRY }  
SURVEYOR'S STATEMENT  
I, JOHN S. BOLINE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, STATE THAT: I HAVE SURVEYED THE PROPOSED PARCEL(S) TO BE ACQUIRED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, SHOWN HEREON; THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY PURSUANT TO THE ILLINOIS PLAT ACT, SECTION 1(b)(6) AND SECTION 9 THEREOF; AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
DATED AUGUST 27, 2024  
BY: *[Signature]*  
JOHN S. BOLINE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3756  
MY LICENSE EXPIRES: 30 November 2024

SEE LEGENDS, TOPOGRAPHIC STATEMENT, SURVEYORS NOTE(S) AND BASIS OF COORDINATES & BEARINGS STATEMENT ON SHEET 2

USER NAME =	DESIGNED - N/A	REVISED -
	DRAWN - NAB	REVISED -
PLOT SCALE =	CHECKED - MD	REVISED -
PLOT DATE =	DATE - 02/29/2024	REVISED -

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

COMPLETION DATE OF FIELD WORK PERFORMED			
LAND SURVEY: 05/08/2023	ROW STAKING: mm/dd/year		
F.A.P. RTE. 303	SECTION 22-00663-00-BT	COUNTY WINNEBAGO	TOTAL SHEETS
		CONTRACT NO.	SHEET NO.
SCALE: 1" = 20'	SHEET 7 OF 28 SHEETS	STA. 91+00 TO STA. 96+00	ILLINOIS FED. AID PROJECT

MODEL: S:\PROJECTS\11-22-404-003\11-22-404-003.DWG  
FILE NAME: 11-22-404-003.DWG

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 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.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Signature of Trustee

By: \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

State of )  
                  ) ss  
County of )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ .

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer, Seller or Representative

This instrument was prepared by and after  
recording, mail this instrument and future tax bills to:

Illinois Department of Transportation  
ATTN: Bureau of Land Acquisition  
819 Depot Avenue  
Dixon, Illinois 61021

**Resolution Calling The Parameters Issuance Of Debt Certificates Not  
To Exceed \$52,400,000**

**Background:** Rock Valley College will be constructing and equipping the Downtown West facilities. This project will be managed by Rock Valley College.

It is expected Rock Valley College will be issuing debt obligations in order to pay for these capital projects in an amount not to exceed \$52,400,000.

The intent of this resolution is to authorize and provide for an Installment Purchase Agreement for the purpose of purchasing real or personal property, or both and the issuance, not to exceed \$52,400,000 General Obligation Debt Certificates, Series 2025 and evidencing the rights to payment under the Agreement to set forth the debt certificate parameters which govern, the manner of sale, length of maturity, rates of interest and purchase price for the Certificates.

**Recommendation:** It is recommended that the Board of Trustees approves the resolution to provide for the issue of not to exceed \$52,400,000 General Obligation Debt Certificates for the purpose of constructing and equipping the Downtown West Facilities.  
**Attorney Reviewed.**

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

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

Attachment: 2025 Debt Certificate Resolution-Parameters

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, held in the Performing Arts Room of the Educational Resource Center, 3301 North Mulford Road, Rockford, Illinois, in said Community College District at 5:15 o'clock P.M., on the 25th day of February, 2025.

\* \* \*

The meeting was called to order by the Chair, and upon the roll being called, Robert Trojan, the Chair, and the following Trustees were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_  
No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_  
The Chair announced that the next item for consideration was the issuance of not to exceed \$52,400,000 General Obligation Debt Certificates (Limited Tax), Series 2025, to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, as amended, and that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement for the purpose of building and equipping Downtown West Campus buildings and facilities and improving the sites thereof, authorizing the issuance of

said Certificates evidencing the rights to payment under said Agreement and providing for the sale of said Certificates. The Chair then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for said Certificates.

Whereupon \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, and for the issue of not to exceed \$52,400,000 General Obligation Debt Certificates (Limited Tax), Series 2025, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

\* \* \*

WHEREAS, Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois (the "*District*"), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to build and equip Downtown West Campus buildings and facilities and improve the sites thereof, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the "*Related Expenses*") and to the Agreement hereinafter provided for in this Resolution to be



not less than \$52,400,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$52,400,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Chair of the Board (the "*Chair*") and Secretary of the Board (the "*Secretary*") to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$52,400,000:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

*Section 3. Agreement is a General Obligation; Annual Budget.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the Chair and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of \_\_\_\_\_, 2025, by and between the Treasurer of the Board of Trustees (the “*Board*”) of the District (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, a community college district of the State of Illinois (the “*District*”):

**WITNESSETH**

A. The Board has determined to build and equip Downtown West Campus buildings and facilities and improve the sites thereof (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 25th day of February, 2025, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$ \_\_\_\_\_; plus the amount of

investment earnings which are earned on the amount deposited with the Seller from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$\_\_\_\_\_, plus the amount of investment earnings which are earned on the amount deposited with the Seller from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of \$\_\_\_\_\_ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

### 5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

## 6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

## 7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

## 8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done

precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

**9. NO SEPARATE TAX**

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

**10. DEFAULT**

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.



IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chair of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER:      Signature: \_\_\_\_\_

Ellen Olson  
as Nominee-Seller and the Treasurer of the  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

COMMUNITY COLLEGE DISTRICT NO. 511,  
COUNTIES OF WINNEBAGO, OGLE, BOONE,  
STEPHENSON, DEKALB AND MCHENRY  
AND STATE OF ILLINOIS

\_\_\_\_\_  
Chair, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of the District in the principal amount of not to exceed \$52,400,000, and such certificates, if issued, shall be designated “General Obligation Debt Certificates (Limited Tax), Series 2025” (the “*Certificates*”), or with such other series designation or description as may be necessary to describe the Certificates and set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates may be issued in one or more series and shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on January 1 of each of the years (not later than 2035), in the amounts (not exceeding \$7,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 7.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on January 1 and July 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of

America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office or principal corporate trust office, as appropriate (the "*Principal Office*"), of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signatures of the Chair and Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7. Registration of Certificates; Persons Treated as Owners.* (a). *General.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer

of the Certificates as provided in this Resolution to be kept at the Principal Office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the Principal Office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each series and maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such series and maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such

Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the series and maturities of the Certificates determined as described in Section 6 hereof. Upon initial issuance, the ownership of each such Certificate may be registered in the Certificate Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chair, the Secretary, the President of the District (the “*President*”), the Vice President of Finance/Chief Financial Officer of the District (the “*Vice President of Finance/Chief Financial Officer*”) and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which

Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the

principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 8. Redemption. (a) Optional Redemption.* All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single series and maturity to be selected by the Certificate Registrar), on the date set forth in the Certificate Notification and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on January 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof



shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered

owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar

an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same series and maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
NO. \_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF WINNEBAGO, OGLE, BOONE, STEPHENSON, DEKALB AND MCHENRY

COMMUNITY COLLEGE DISTRICT NO. 511

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2025

See Reverse Side for  
Additional Provisions

Interest                      Maturity                      Dated  
Rate: \_\_\_\_%              Date: January 1, 20\_\_              Date: \_\_\_\_\_, 2025      [CUSIP: 974433 \_\_]

Registered Owner:

Principal Amount:

[1]      KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on January 1 and July 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office of \_\_\_\_\_, \_\_\_\_\_, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of the installments

of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF said Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chair and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

\_\_\_\_\_  
Chair, Board of Trustees

SPECIMEN

\_\_\_\_\_  
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

\_\_\_\_\_  
Treasurer, Board of Trustees

Date of Authentication: \_\_\_\_\_, 2025

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 2025, of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois.

\_\_\_\_\_,  
as Certificate Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

[Form of Certificate - Reverse Side]

**COMMUNITY COLLEGE DISTRICT NO. 511**

**COUNTIES OF WINNEBAGO, OGLE, BOONE, STEPHENSON, DEKALB AND MCHENRY**

**GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2025**

[6] This Certificate is one of a series of certificates issued by the District for the purpose of building and equipping Downtown West Campus buildings and facilities and improve the sites thereof (the “*Project*”), in full compliance with the provisions of the Public Community College Act of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of \_\_\_\_\_, 2025, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided



funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal [corporate trust] office of the Certificate Registrar in \_\_\_\_\_, \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of [\$100,000 each and authorized integral multiples of \$5,000] in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 11. Sale of Certificates.* The Chair or Vice Chair of the Board, together with the Vice President of Finance/Chief Financial Officer (together, the “*Designated Representatives*”), are hereby authorized to proceed not later than the reorganizational meeting of the Board following the consolidated election to be held on April 1, 2025 (if changes in Board membership occur), or May 1, 2025 (if no changes in Board membership occur), without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 99.0% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“PMA”), the best bidder for the Certificates; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer’s Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a “governmental unit” as defined in the Debt Reform Act or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of PMA that the sale of the Certificates on a negotiated or private placement basis to such Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chair, the Treasurer, the President, the Vice President of Finance/Chief Financial Officer, or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chair, the Treasurer, the President, the Vice President of Finance/Chief Financial Officer and any other officer of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in the Purchase Contract. To the extent the surety bond executed by the Treasurer as required by Section 3-19 of the Public Community College Act is required to be increased as a result of the issuance of the Certificates, such increase is hereby

approved and said surety bond shall be filed with the Illinois Community College Board and shall also be filed with the County Clerks of The Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement, final Official Statement and/or Limited Offering Memorandum relating to the Certificates (collectively, the “*Official Statement*”) and the use by the District of a Term Sheet relating to the Certificates (the “*Term Sheet*”), in substantially the form now before the Board, is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, the Official Statement, the Term Sheet and the Certificates.

*Section 12. Use of Certificate Proceeds.* Accrued interest, if any, received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation Debt Certificate Fund of 2025” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the

purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Project Fund of 2025” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Each Work Contract shall be filed with the Treasurer, as Nominee-Seller of the Project, and the Treasurer shall identify each Work Contract to the Agreement. The filing of the Work Contracts with the Treasurer shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as may be required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

*Section 13. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chair, Secretary and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, advisors, attorneys and other persons to assist the District in such compliance.

*Section 14. Registered Form.* The District agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

*Section 15. List of Certificateholders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

*Section 16. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the Chair and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:



(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 17. Continuing Disclosure Undertaking.* The Chair is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. Municipal Bond Insurance.* In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chair on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

*Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters.* On February 24, 2015, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Certificates) or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

*Section 20. Reimbursement.* With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Certificates in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Certificates to reimburse said expenditures.

*Section 21. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 22. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted February 25, 2025.

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Chair, Board of Trustees

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Secretary, Board of Trustees

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chair directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

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The following Trustees voted NAY: \_\_\_\_\_

Whereupon the Chair declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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Secretary, Board of Trustees

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF WINNEBAGO    )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois (the “Board”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 25th day of February, 2025, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, and for the issue of not to exceed \$52,400,000 General Obligation Debt Certificates (Limited Tax), Series 2025, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 25th day of February, 2025.

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Secretary, Board of Trustees

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF WINNEBAGO    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, and as such official I do hereby certify that on the 25th day of February, 2025, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution adopted by the Board on the 25th day of February, 2025, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 511, Counties of Winnebago, Ogle, Boone, Stephenson, DeKalb and McHenry and State of Illinois, and for the issue of not to exceed \$52,400,000 General Obligation Debt Certificates (Limited Tax), Series 2025, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.



IN WITNESS WHEREOF, I hereunto affix my official signature, this 25th day of February,  
2025.

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Treasurer, Board of Trustees

**Placement Agent Recommendation  
for 2025 Debt Certificates**

**Background:**

Rock Valley College will be constructing and equipping the Downtown West facilities. It is expected that Rock Valley College will be issuing debt obligation in order to pay for this project in an amount not to exceed \$52,400,000.

On February 6, 2025, PMA sent a request for proposals (RFP) for placement agent/underwriting services for the sale of the College’s Series 2025A Debt Certificates to three firms. Two firm responded and submitted three proposals by the February 13, 2025 deadline.

PMA has reviewed each proposal. Based on the analysis, the recommendation is to select Mesirow as the placement/underwriter agent for the Series 2025A Debt Certificates. The firm with the lowest fee was JP Morgan at \$30,000. It is essential to understand each firm’s fee proposal, but also the ability to secure the lowest possible interest rate for the College. The estimated interest cost by engaging Mesirow and doing a rated public offering is that the estimated interest cost would be \$121,963 lower than JP Morgan.

Cost Comparison

Mesirow-Public Offer	Fee \$58,542	Interest \$495,476	Total \$554,018
JP Morgan-Placement	Fee \$30,000	Interest \$617,439	Total \$647,439

Total anticipated cost by selecting Mesirow as the placement/underwriting agent is the lowest by \$93,421.

There is a unique caveat to the public offering process for the Debt Certificates. If Mesirow is selected as placement/underwriting agent, Standard and Poor’s (S&P) will not charge a rating fee for the Debt Certificate. The rating fee for the Series 2025B Bonds of \$39,710.00 will be due at closing on the Debt Certificates (on April 20, 2025). The College will have to pay this fee out of pocket.

**Recommendation:**

It is recommended that the Board of Trustees accepts PMA’s recommendation to engage Mesirow as the placement /underwriting agent for the 2025A Debt Certificates.

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

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

Attachment: PMA Memo: Placement Agent/Underwriter Recommendation for the College’s Series 2025A Debt Certificates



TO: Ms. Ellen Olson  
FROM: Tammie Beckwith Schallmo  
DATE: February 19, 2025  
RE: Placement Agent/Underwriter Recommendation for the College's Series 2025A Debt Certificates

On February 6<sup>th</sup> PMA sent a request for proposals ("RFP") for placement agent/underwriting services for the sale of the College's Series 2025A Debt Certificates to three firms. Two firms submitted proposals by the February 13<sup>th</sup> deadline, which were thoroughly reviewed by our team. The following criteria were evaluated in each proposal:

1. Fees
2. Outreach to potential purchasers
3. Method of sale
4. Indicative interest rate for the Debt Certificates

Provided below is a summary of the fees for each firm:

<b>Firm</b>	<b>Proposed Fee (per \$1,000)</b>	<b>Total Fee for 2024 Certificates*</b>
Mesirow - Placement	\$0.60 - \$0.77	\$31,362 - \$40,248
Mesirow - Public Offering (Rated)	\$1.12	\$58,542
JP Morgan - Placement	flat fee	\$30,000

\*Based on a par amount of \$52,270,000.



# PMA<sup>TM</sup>

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JP Morgan's fees are the lowest at \$30,000. While it is important to understand each firm's fee proposal, the more significant variable is its ability to secure the lowest possible interest rate for the College. The Debt Certificates can ultimately be sold through one of three ways – a private placement, a limited public offering or a public offering. The first two methods will make the Debt Certificates available to a limited number of investors, while under a public offering the Debt Certificates will be marketed to a much wider universe of potential buyers. In a private placement the selected firm is known as a placement agent and during a limited public offering or a public offering it is called an underwriter. Based on our review of the proposals, Mesirow's approach to selling the Debt Certificates as a public offering will generate the lowest interest cost for the College. JP Morgan did not offer a limited public offering or a public offering scenario.

The estimated interest costs from the proposals are as follows:

Firm	Estimated Interest Cost on Funding Date
Mesirow - Placement	\$686,044
Mesirow - Public Offering (Rated)	\$495,476
JP Morgan - Placement	\$617,439

We anticipate the College's total borrowing cost will be the lowest with Mesirow as the underwriter in a public offering; after factoring in the difference between Mesirow's fee and the estimated difference in interest cost, the benefit to the College is approximately \$90,000. (Mesirow's estimated initial rate for the Debt Certificates is between 3.25% and



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3.50%.) The College's initial rate will not be determined until the Debt Certificates are priced on April 2<sup>nd</sup>.

Please note there is one unique caveat to the public offering process for the Debt Certificates. As noted above, they would be rated but S&P will not charge the College a fee for the rating on the Debt Certificates. Rather, the rating fee for the Series 2025B Bonds of \$39,710 will be due at closing on the Debt Certificates (on April 20<sup>th</sup>). The College will have to pay this fee out of pocket.

Headquartered in Chicago, Mesirow is a top-ranked underwriter and placement agent of municipal bonds in Illinois. PMA recommends that the College select Mesirow as underwriter/placement agent for its Series 2025A Debt Certificates at fee of \$1.12 per \$1,000 of the par amount of debt certificates.

Thank you.

**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

Board Approval: \_\_\_\_\_  
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. Duties, Responsibilities & Obligations of the College

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.
- i) 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.
- l) 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. Duties, Responsibilities, and Obligations of the Foundation

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.
- l) 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. Miscellaneous

- 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 JAN, 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

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**Personnel Report**

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

**A. Appointments**

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

**B. Departures**

Lynn Fischer-Carlson, Art Professor, Full-time Faculty, is retiring effective May 31, 2025.

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Howard J. Spearman, Ph.D.  
President

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

**Request for Special Unpaid Leave of Absence for Full Time Employee**

**Background:** Pursuant to Rock Valley College Board Policy 3:30.120, (Special Leave of Absence for Full-Time Employees), an employee with at least six months of employment may apply for an unpaid leave of absence. If the request for leave of absence without pay is for more than three calendar months, a recommendation shall be submitted to the Board of Trustees for its approval.

A full-time employee requiring such leave has submitted an additional request for leave of absence without pay for more than three calendar months.

**Recommendation:** It is recommended that the Board of Trustees approves an additional special unpaid leave of absence for such employee for one final month starting March 1, 2025 and ending March 31, 2025, during which, the employee will pay the employee's designated portion of the health insurance premium and the College will pay its contribution during the month of March 2025. It is recommended that no further extensions of unpaid leave, College health insurance benefits or any other College compensation or benefits be provided upon the conclusion of this leave, on March 31, 2025. **Attorney Reviewed.**

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Howard J. Spearman, Ph.D.  
President

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

# Rock Valley College

## RVC Board Policy 3:30.120

### Special Leave of Absence for Full-Time Employees

An employee with at least 6 months of employment may apply for an unpaid leave of absence. A special leave of absence without pay and without loss of seniority, status, appointment, or accrued benefits, may be granted if recommended by the employee's supervisor and approved by the Vice President of Human Resources. A leave of absence for more than one calendar month must be approved by the President. Where applicable, the College will run an employee's leave entitlement under the *Family and Medical Leave Act* ("FMLA") concurrently with any leave granted under this Policy.

If the request for leave of absence without pay is for more than three (3) calendar months, a recommendation shall be submitted to the Board of Trustees for its approval. After a leave of absence of one calendar month, the employee (a) shall not accrue sick leave and/or vacation; (b) shall pay health and major medical insurance premiums; (c) shall pay life insurance premiums; and (d) shall not accrue other designated benefits. Insurance coverage shall be dropped if the employee elects not to pay the premium.

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

**Reference:** Board Report 2300-A

**Implemented:** September 4, 1973

**Revised:** April 8, 2014

**ReUp Education Service Contract**

**Background:** ReUp 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. ReUp Education uses predictive analytics, Artificial Intelligence (AI), patented personas, and 1-on-1 success coaching to deliver a highly personalized experience for RVC's stop-out students.

ReUp 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 ReUp 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 ReUp Education. The four-year partnership agreement provides no upfront cost to Rock Valley College. ReUp Education receives 30% of tuition only upon successful re-enrollment of former RVC students through the ReUp Education partnership. Payment to ReUp Education is based on post-census day enrollment verification. ReUp Education partnership fee may be reduced to 27% upon signing a consortia agreement including five or more Illinois Community Colleges. **Attorney Reviewed.**

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

### ARTICLE 2 SERVICES

2.1 Services. 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 Exhibit B. 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 Institutional Responsibilities. 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 Compensation. 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 Taxes. 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 Term. 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 Termination for Breach. 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 Effect of Termination. 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 Survival. 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 Termination for Performance: 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 Intellectual Property.

(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.

(a) 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 Mutual Representations and Warranties. 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, non-competition 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 Institution's Representations and Warranties. 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 Audit. 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 BE

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

8.2 Indemnification. 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.

8.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR LOSSES ASSOCIATED WITH ANY BREACH OF A PARTY'S OBLIGATIONS SET FORTH IN SECTION 5.2(b) AND EITHER PARTY'S 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 Insurance. 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;



(b) Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage;

(c) Workmen's Compensation Insurance in the amount of the statutory minimum with an Employer's Liability coverage of at least Five Hundred Thousand Dollars (\$500,000); and

(d) Cyber Liability insurance coverage with a limit of at least One Million Dollars (\$1,000,000).

## **ARTICLE 9 MISCELLANEOUS**

9.1 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.

9.4 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
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Attention: Dr. Howard Spearman  
Email: [h.spearman@rockvalleycollege.edu](mailto: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](mailto: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](mailto: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 Entire Agreement. 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 Binding Effect. 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 Headings. 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 Program Term Sheets and Exhibits. 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 Amendment. 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 Governmental Immunity. 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 Authorized Agent. 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 Non-Discrimination. 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 Severability. 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 Non-Exclusivity. 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 Compliance. 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 Student Opt-out. 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.

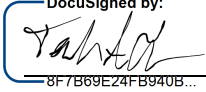
While this clause in no way commits other Illinois community colleges to purchase from ReUp, nor does it guarantee any additional partnerships will result, it does allow for Illinois colleges and universities, at their discretion, to make use of this Program Cooperation Agreement. All purchases made 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:  \_\_\_\_\_  
8F7B69E24FB940B...

Name: Terah Crews

Title: CEO

Date: 1/17/2025 | 2:26 PM PST

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

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; (l) 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**

ReUp Services. 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 multi-channel 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.

Institution Services. 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**

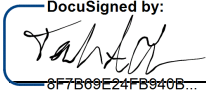
The Parties shall begin performing Services and pre-implementation activities on the PTS Effective Date with a target projected launch date of February 18, 2025 (the "**Implementation Date**").

**[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:	 8F7B69E24FB940B...	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**

ReUp Services. 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 multi-channel 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.

**Institution Services.** 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.

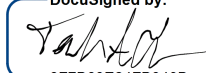
“**Transfer Student**” or “**Transfer Students**” means any Students that transfer from an Institution to a Network Partner Institution to any Program at any time with any assistance, aid or encouragement from ReUp’s Services.

**[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

DocuSigned by:  
  
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Sign: \_\_\_\_\_  
Name: Terah Crews

Sign: \_\_\_\_\_

Title: CEO

Print: \_\_\_\_\_

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

Date: 1/17/2025 | 2:26 PM PST  
\_\_\_\_\_

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

## **Rock Valley College Student Trustee Report**

**Nico Mikos, Student Trustee**

### **Board of Trustees Meeting, February 25, 2025**

Upcoming events and activities:

- Women's Basketball Game v. Milwaukee Area Technical College, February 20, 5:00 p.m., PEC
- Mental Health Check-in, February 25, 11:30 a.m., SSC Hub
- Black History Month Closing Ceremony, February 27, 1:00 p.m., SSC Atrium
- The new Student Activities Coordinator, Eunice Obeng-Adjekum, started December 9, 2024
- Women's History Month Kick-off, March 4, 12:00 p.m., ERC Lobby

**Rock Valley College Board of Trustees**  
**Freedom of Information Act Report**  
**Jan. 15 - Feb. 15, 2024**

Date Received	FOIA#	Requestor	Request	Response Date
1/17/2025	2025-33	Alfred Molinaro	I am requesting a digital copy of the union contract covering your college's police officers effective 7/1/2022.	completed 1/17/2025
1/17/2025	2025-34	Alfred Molinaro	Sent 2023-2027. Requester asked for the previous contract as well.	completed 1/17/2025
1/21/2025	2025-35	Hannah Stoneburner, National Society of Leadership and Success (NLS)	Directory Information requested, based on point-in-time enrollment for the current Spring term: <ul style="list-style-type: none"> <li>• First name, Last name</li> <li>• Email address</li> <li>• Permanent address</li> <li>• Year in School</li> <li>• School logo for use on invitations (optional)</li> </ul>	Completed 2/17/2025
1/28/2025	2025-36	Sheri Reid, SmartProcure	FOIA request for general purchasing records from 10/14/2024 to the current request date of 1/28/2025. Request details are as follows: Our request is limited to readily available, fully electronic documents. For the purpose of this request, "fully electronic" refers to dynamic PDF, Excel (csv., xlsx.), TXT or RTF files containing active text. Files containing active text should allow the user to use their mouse/trackpad to highlight, select, copy and paste the text from the file. Responsive reports include those containing the following details per purchase: <ul style="list-style-type: none"> <li>• 1 Unique Identifier (i.e. PO #, Invoice #, Check #, Encumbrance #, etc.)</li> <li>• Purchase Date</li> <li>• Line item details</li> <li>• Line item quantity</li> <li>• Line item price</li> <li>• Vendor ID number, name, address, contact person and their email address</li> </ul>	commercial request due 2/25/2025