

**SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING**  
**February 12, 1973** **7:30 p.m.**

**Library Resource Center (Second Floor)**  
**Prophetstown High School**  
**310 Riverside Drive**  
**Prophetstown**

- A. Call to order**
- B. Roll call**
- C. Communications from visitors**
- D. Recommended actions:**
  - 1. Approval of minutes as submitted
  - 2. Approval of agreement with Whiteside Area Vocational Center
  - 3. Approval of resolution re appointment of representative to receive and file petitions
  - 4. Other items
- E. Old business:**
  - 1. Communication from Department of Local Government Affairs
  - 2. Other items
- F. New business:**
  - 1. Participation in Chamber of Commerce publication
  - 2. Other items
- G. President's report:**
  - 1. Progress report on annexation efforts
  - 2. Progress report on Master Planning Committee
  - 3. Enrollment report
  - 4. Recommended promotion list
  - 5. Report of increase in Law Enforcement funds
  - 6. Other items
- H. Time of next meeting**
- I. Adjournment**

**Directions:** Take Route 78 from south of Lyndon to north edge of Prophetstown-- high school is on left--turn left on Riverside Drive and go one block to front parking lot. Enter door to right of gymnasium and follow stairway to second floor to the Library Resource Center.

Superintendent Dee will have students stationed at high school to assist visitors.

MINUTES OF SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

February 12, 1973

The Board of Trustees of Sauk Valley College met in regular meeting at 7:30 p.m. on February 12, 1973 in the Library Resource Center of the Prophetstown High School, Prophetstown, Illinois.

Call to Order:

Chairman Perkins called the meeting to order at 7:30 p.m. and the following members answered roll call:

Ronald Coplan  
Thomas Walter

Kenneth Reuter  
Catherine Perkins

Absent:

Orval DeWeerth  
William Reigle

Henry Kobbeman

Acting Secretary:

In the absence of Orval DeWeerth, Mrs. Perkins appointed Kenneth Reuter Secretary Pro-Tem.

Approval of Minutes:

It was moved and seconded that the minutes of the January 22 meeting be approved with the following notation: Page #2, Par. #2 line 3 should read "with their local county clerk before they can file a petition". Motion voted and carried.

Guests:

Mrs. Perkins introduced the various guests and thanked Mr. Dee for the use of the school facilities.

Cooperative Agreement:

Discussion was held on the cooperative agreement with Whiteside County Area Vocational School. Since some board members were absent, it was the consensus of the members present that action on this item be delayed until the next meeting.

Representative to Receive Petitions:

It was moved and seconded that the Secretary of the Board of Junior College District # 506, appoint Robert Edison and Marilyn Vinson, his duly designated representatives to receive and file on his behalf petitions for the nomination of members of the Board of said Junior College District to fill vacancies created by the expiration of the terms of Ronald F. Coplan and Kenneth L. Reuter. Motion voted and carried.

Board Candidate:

Mr. Kenneth Reuter announced to the Board of Trustees that he had decided not to run for the Board again. He noted that he did not have the time that he felt was necessary to devote to the job.

On behalf of the Board of Trustees, Mrs. Perkins expressed regret at Mr. Reuter's decision.

Civil Rights Liability Insurance:

It was moved and seconded that the Board approve the purchase of Civil Rights insurance as per the attached policy in the amount of \$2,550 for a three-year period. In a roll call vote, the following was recorded: Ayes Members Coplan, Reuter and Perkins. Nays - Member Walter. Motion carried.

Budget Change:

It was moved and seconded that the Board approve the transfer of \$100 from the President's travel budget to the Humanities travel budget. Motion voted and carried.

Reports:

President Cole notified the Board of the decision of the Department of Local Government Affairs that Sauk Valley College was not eligible to receive reimbursement for personal tax losses due to the current legislation on this item.

In regard to the request of the Sterling Chamber of Commerce to participate in their publication at an estimated cost of \$3,240, President Cole noted that the administration had decided that from a budget standpoint this would not be possible or feasible.

Enrollment as of February 8, 1973 was reported to be 1807 students for 16,991 credit hours as compared to last year at this time when the enrollment was 1611 students for 16,371 credit hours.

A dinner meeting and tour of the campus by the Chadwick Board members will be held on Wednesday, February 14, 1973.

Reports (continued):

Dr. Cole told the Board that the promotion list will be mailed sometime later this week; he also reported an increase of \$5,200 in the Law Enforcement Grant; and the progress of the Master Planning Committee.

Mr. Castendyck reported on the arbitration hearing involving Zindel and Holtam and also the status of the lawsuit involving Donovan Construction Company.

Adjournment:

Since there was no further business, it was moved and seconded that the Board adjourn. The next meeting will be 7:30 p.m. February 26 at Sauk Valley College. The following vote was recorded: Ayes Members Coplan, Reuter, Walter and Perkins. Nays-0. Motion carried.

The meeting adjourned at 8:20 p.m.



Kenneth L. Reuter  
Kenneth L. Reuter, Secretary Pro-Tem

Appointment of Representative to Receive Petitions

The undersigned, Secretary of the Board of Junior College District  
District #506, Counties of Whiteside, Lee, Ogle, Henry and  
Bureau, State of Illinois, does hereby appoint MARILYN A.  
VINSON and/or ROBERT EDISON, his duly designated representative  
to receive and file on his behalf petitions for the nomination of  
members of the Board of said Junior College District to fill the  
vacancies created by the expiration of the terms of RONALD  
COPLAN and KENNETH REUTER.

  
\_\_\_\_\_  
E. Orval DeWeerth, Secretary of the  
Board of Junior College District #506

Jan. 1973  
mv

January 26, 1973

To: President Cole  
From: Robert Edison  
Re: Agenda Item February 12 Board Meeting  
Budget Transfer

In accordance with your instructions relative to a budget transfer from your budget to the Humanities budget it will be necessary to have Board approval for the following:

<u>Budget Item</u>	<u>Increase</u>	<u>From</u>	<u>To</u>	<u>Decrease</u>	<u>From</u>	<u>To</u>
110-500-550 Humanities Travel	\$ 100	750	850			
181-000-550 President's Travel				\$ 100	2,400	2,300

RF/mv

BOARD OF EDUCATION LIABILITY  
INCLUDING SCHOOL DISTRICT REIMBURSEMENT POLICY

INSURANCE IS PROVIDED BY THE INSURER DESIGNATED BELOW  
(A stock insurance corporation, herein called the Insurer.)

CNA Center/310 S Michigan Ave./Chicago, Ill. 60604

DECLARATIONS

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
058625	970	BEL	

School District (Legal Name of School District):

Mailing Address:

3 Policy Period:	12:00 NOON STANDARD TIME AT THE MAILING ADDRESS STATED IN ITEM A.
------------------	---

This declaration page is issued in conjunction with and forms part of the Board of Education Liability including School District Reimbursement Policy

C Limit of Liability: \$ Maximum annual aggregate

D Retention: \$ Each loss

E Premium: \$

F Designee of School District to report claims as provided in Paragraph VII(c):

SPECIMEN

G Notice of claim (Paragraph VII) to the Insurer shall be given to:

Plan A - Broad Form  Plan B - Limited Form

Plan C - Scheduled Form covering the following positions:

This policy does not provide coverage for the following person(s): (Absence of entry means no exception)

J Form numbers of endorsements attached at issuance:

Countersigned by \_\_\_\_\_

# BOARD OF EDUCATION LIABILITY INCLUDING SCHOOL DISTRICT REIMBURSEMENT POLICY

**CNA** insurance

CNA Center / 310 S. Michigan Ave. / Chicago, Ill. 60604

the space of twelve (12) months following the cancellation or expiration of this insurance against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy period in which the Wrongful Act occurred.

- (c) The School District, or the Assureds shall, as a condition precedent to their rights under this policy, give the Insurer notice in writing of any claim made and shall give the Insurer such information and cooperation as it may reasonably require.
- (d) For the purpose of the above clauses, notice to the designee named under Item F of the Declarations shall

## I. Insuring Clause:

The Insurer designated in the declarations (a stock insurance corporation, herein called the insurer) in consideration of the payment of the premium and subject to all of the terms, conditions and limitations of this policy, agrees as follows:

- (a) With the Assureds that if, during the policy period any claim or claims are made against them, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the Assureds, or any of them, their Executors, Administrators or Assigns, for all loss which the said Assureds or any of them shall become legally obligated to pay;
- (b) With the School District that if, during the policy period, any claim or claims are made against the Assureds, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the School District all loss for which the School District may be required or permitted by law to indemnify such Assureds.

## I. Extensions:

- (a) This policy shall cover loss arising from any claim made during the policy period against the estates, heirs, legal representatives or assigns of deceased persons, who were Assureds at the time of the Wrongful Act upon which such claims are based, provided always that such claims are based upon a Wrongful Act occurring during this policy period.
- (b) If the policy is cancelled or not renewed by the Insurer, the School District may apply to the Insurer for an extension of the cover granted by this policy in respect to any claim or claims which may be made against the Assureds during the period of twelve calendar months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act which occurred during the policy period and before the date of cancellation or non-renewal of the policy. Such extension of coverage is at the discretion of the Insurer. (Application for this extension must be made within ten (10) days from the effective date of cancellation or non-renewal of the policy.)

## III. Definitions:

- (a) The term "School District" shall mean the School District shown in Item A of the Declarations as legally constituted at the inception of this policy.
- (b) Based upon the applicable Coverage Form as shown under Item H of the policy Declarations, Assureds shall mean:
  - PLAN A – BROAD FORM – All persons who were, now are or shall be employed by the School District and shall also include student teachers and all elected or appointed members of the Board of Education, Trustees or School Directors of the School District.
  - PLAN B – LIMITED FORM – All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District.
  - PLAN C – SCHEDULED FORM – All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District and those persons who occupy the positions as shown under Item H of the policy Declarations.

- (c) Wrongful Act shall mean any actual or alleged errors or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been Assureds during this policy period.
- (d) Loss shall mean any amount which the Assureds are legally obligated to pay or for which the School District may be required or permitted to pay as indemnity to the Assureds, for a claim or claims made against the Assureds for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions, (excluding from such costs of investigation and defense, salaries of officers or employees of the School District or any other governmental body) claims or proceedings and appeals therefrom, cost of attachment or similar bonds, provided always, however, such subject of loss shall not

include fines imposed by law, or matters which shall be deemed uninsurable under the law pursuant to which this policy shall be construed.

(e) The term "policy year" shall mean the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period.

#### IV. Exclusions:

(a) Except insofar as the School District may be required or permitted by law to pay as indemnity to the Assureds, the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Assureds:

- (1) based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled;
- (2) for the return by the Assureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the Courts to be in violation of law;
- (3) if a judgment or final adjudication in any action brought against the Assureds shall be based on a determination that acts of fraud or dishonesty were committed by the Assureds.

(b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds.

- (1) which is insured by another valid policy or policies except as provided in (4);
- (2) for which the Assureds or the School District are entitled to indemnity and/or payment by reason of having given notice of any circumstance which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this policy;
- (3) for any damages, direct or consequential, arising from bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
- (4) for false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery, except insofar as may be insured under any other valid policy or policies and then only in excess of such insurance.
- (5) arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

#### V. Limits of Liability:

(a) The Insurer shall be liable to pay all loss in excess of the amount of the retention shown under Item D of the Declarations up to the limit of liability as shown under Item C of the Declarations.

(b) Subject to the foregoing the Insurer's liability for any

loss shall be the amount as shown under Item C of the Declarations for both Sections I(a) and I(b) of the Insuring clause and shall be the maximum liability of the Insurer in each policy year and in no event shall the Insurer's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations.

(c) This policy shall pay only the excess of such retention in respect of each and every loss hereunder, including costs, charges and expenses as described in Clause VI and such retention shall be uninsured.

#### VI. Costs, Charges and Expenses:

- (a) No costs, charges or expenses shall be incurred or settlements made without the Insurer's consent, such consent not to be unreasonably withheld.
- (b) The Insurer may, at its option and upon request, advance on behalf of the Assureds, or any of them, expenses which they have incurred in connection with claims made against them, prior to disposition of such claims, provided always that, in the event it is finally established the Insurer has no liability hereunder, such Assureds agree to repay to the Insurers, upon demand, all monies advanced by virtue of this provision.

#### VII. Notice of Claim:

- (a) If the School District or any Assured shall receive written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which occurred during the policy period, they shall give written notice within one year to the Insurer of the receipt of such written or oral notice, then any claim made within the space of two years following the termination of this policy (or of the expiration of extended discovery period under Section II(b)) against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy year in which the Wrongful Act occurred.
- (b) If this policy is cancelled or not renewed by the School District and should the School District or any Assured receive within ninety (90) days after the cancellation or expiration date of this policy written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which

occurred during the policy period, they shall give written or oral notice to the Insurer of the receipt of such written or oral notice, then any claim made, within the space of twelve (12) months following the cancellation or expiration of this insurance against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy period in which the Wrongful Act occurred.

- (c) The School District, or the Assureds shall, as a condition precedent to their rights under this policy, give the Insurer notice in writing of any claim made and shall give the Insurer such information and cooperation as it may reasonably require.
- (d) For the purpose of the above clauses, notice to the designee named under Item F of the Declarations shall constitute notice to the School District or to the Assureds.
- (e) In the event of any claim occurring hereunder, notice to the Insurer shall be given to the person or firm(s) shown under Item G of the Declarations. Notice shall be deemed to be received if sent by prepaid mail properly addressed.

### **VIII. General Conditions:**

#### **(a) Warranty and Severability Clause:**

It is warranted that the particulars and statements contained in the written proposal, copy of which is attached hereto, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the written proposal and the Exclusions set forth herein, this policy shall be construed as a separate agreement with each Assured. Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this policy.

#### **(b) Cancellation Clause:**

This policy may be cancelled by the School District at any time by written notice or by surrender of this policy. This policy may also be cancelled by or on behalf of the Insurer by delivery to the School District or by mailing to the School District, by registered, certified or other first class mail, at the School District's address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be cancelled by the School District the Insurer shall retain the customary short rate proportion of the premium hereon. If this policy shall be cancelled by or on behalf of the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the

Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation by such law.

#### **(c) Subrogation Clause:**

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery therefore, and Assureds or the School District shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Assureds.

#### **(d) School District Authorization Clause:**

By acceptance of this policy, the School District named in Item A of the Declarations agrees to act on behalf of all Assureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy; and the Assureds agree that the School District shall act on their behalf.

#### **(e) Conformity Clause:**

Terms of this policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this policy are not permitted are hereby amended to cover only these provisions and coverages as apply and conform to such statutes.

#### **(f) Action Against Insurer:**

No action shall lie against the Insurer, unless as a condition precedent thereto, the Assureds and the School District shall have fully complied with all terms of this policy. In the event of the bankruptcy or insolvency of the Assureds, the Insurer shall not be relieved of payment hereunder as would have been payable but for such bankruptcy or insolvency.

#### **(g) Changes:**

Notice to any agent of knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy/nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

#### **(h) Assignment:**

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon.

IN WITNESS WHEREOF, the Insurer designated on the declarations page has caused this policy to be signed by its president and secretary, at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned on the declarations page by a duly authorized agent of the Insurer.

*R. Gregory Danner*  
Secretary

*Jacqueline W. Sammet*  
President

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies the provisions of this policy

It is agreed that:

I. This policy does not apply:

A. to loss

- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. to loss resulting from the **hazardous properties of nuclear material**, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the loss arises out of the furnishing by an assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to loss to such **nuclear facility** and any property thereat.

I. As used in this endorsement:

**"hazardous properties"** include radioactive, toxic or explosive properties;

**"nuclear material"** means source material, special nuclear material or byproduct material;

**"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

**"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

**"waste"** means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

**"nuclear facility"** means

- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

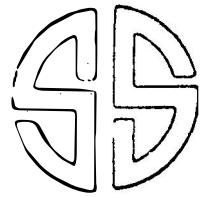
**"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**"insured"** means the School District and shall also mean the Assureds;

**"loss"** includes all forms of radioactive contamination of property.

# Stewart, Smith Mid America, Inc.

141 WEST JACKSON BLVD. • CHICAGO, ILLINOIS 60604 • (312) WE 9-6776



INSURANCE  
MARKETING  
LLOYD'S AND DOMESTIC

Our new and improved policy provides the following features not offered by other markets.

1. Entire policy limit is available in the event of loss, regardless of how many Assureds are involved in a claim - no set limit for any one claim.
2. Covers individuals who were Board members at the time the alleged Wrongful Acts took place - this means if a Board member retired, resigned, or was not re-elected he would be covered.
3. Covers executors, administrators or assigns of all Assureds.
4. Also protects the estates, heirs, legal representatives or assigns of deceased Assureds.
5. Includes student teachers where Plan A - Broad Form coverage is purchased even though they are not salaried employees.
6. Under Plan C - Scheduled Form - any designated individual can be included - such as business manager, counselors, athletic director, etc. - they need not be a superintendent, administrator or principal or their assistants.
7. Permits the Assureds to select their own attorneys to represent them.
8. Allows 90 days to report a claim in the event the School District either cancels or decides not to renew the policy.
9. Allows one year to discover and report any claims and an additional period of two years in which claim can be brought.

We can now offer even broader protection under our prior act - discovery extension. This new feature, which is available at an additional premium, provides coverage for acts which occur prior to coverage date for unknown situations which may arise.

Stewart, Smith was the first to introduce School Board Liability coverage in June of 1971 and are still the leaders in this field.

NEW YORK • LOS ANGELES • PHILADELPHIA • BOSTON • MIAMI • LONDON