

Sauk Valley Community College
July 25, 2022

Action Item 4.8

Topic: **Contract Award – ROE #47 Pathways Coaching**

Strategic Direction: **Goal 2, Objective 11 – Partner with local secondary schools to improve college readiness**

Presented By: **Dr. David Hellmich and Dr. Jon Mandrell**

Presentation:

The College is continuing its partnership with the Lee/Ogle/Whiteside Regional Office of Education #47 (ROE #47) in the deployment of the CTE Pathways grant programs offered through the Illinois State Board of Education (ISBE). SVCC is the grantee and fiscal agent for the CTE Pathways grant program, and ROE #47 provides administrative services for the grant and training and education to secondary schools included in the grant. Janis Jones, College and Career Readiness Facilitator at SVCC, is the lead contact for grant activities.

The CTE Pathways grant includes amounts budgeted for professional services rendered by ROE #47 for a contract totaling \$51,000 for newly awarded Cohort 3, which includes the school districts of Byron and Ohio.

Recommendation:

The administration recommends the Board approve the contract totaling \$51,000 with ROE #47 to provide administrative and training services for the CTE Pathways grant programs to be paid from restricted grant funds.

Contract for Districts and Partners

1. Description of Services to be Rendered

- 1.1 *Purpose.* This contractual agreement ("Agreement") is entered into by and between **Sauk Valley Community College** and **Lee/Ogle/Whiteside Regional Office of Education #47** (Partner) to define services and supports to be delivered to the District by Partner and to specify the costs, scope and administration of those supports and services in funding year one (FY 22), of cohort three of the Ed Pathways grant.
- 1.2 *Services to be Rendered.* Services provided by Partner shall be based on the unique needs of the students, staff and community within the District. Further, every service provided by Partner shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most support. Services to be rendered under this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

2. Pricing

- 2.1 *Standardized Cost.* Partner shall not modify or vary basic unit pricing of services between school districts. Failure to conform to this Section 2.1 shall be grounds for termination of this Agreement.
- 2.2 *Budget.* The Budget is set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference.
- 2.3 *Expenses.* Expenses are not allowed.
- 2.4 *Invoicing/Payment.* **Quarterly invoicing**
- 2.5. *Maximum Amount.* Total payments under this Agreement shall not exceed **\$51,000** without approval from the District and a formal amendment.
- 2.6 *Allowable Expenditures.* Expenditures related to the following activities/purchases shall be allowed:
- 2.6.1 Consulting
- 2.6.2 Direct Training/Professional Development

3. Term and Termination

- 3.1 *Term of the Contractual Agreement.* This contractual agreement has an initial term that begins on the execution date of contact execution and ends on **August 30, 2022**.
- 3.1.1 In no event shall the total term of the contract extend beyond **August 30, 2022**.
- 3.1.2 The Partner shall not commence billable work in furtherance of the Agreement prior to final execution except as permitted by law.
- 3.2 *Termination for Convenience.* District may, for its convenience and with fifteen (15) days prior

written notice to the Partner, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to the Partner.

3.2.1 Upon submission of invoices and proof of claim, the Partner shall be entitled to compensation for supplies and services provided in compliance with this Agreement up to and including the date of termination.

3.3 *Termination for Cause.* District may terminate this Agreement, in whole or in part, immediately upon notice to the Partner if: (a) the District determines that the actions or inactions of the Partner, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Partner has notified District that it is unable or unwilling to perform the Agreement. If Partner fails to perform to District satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the District determines that the Partner lacks the financial resources to perform the Agreement, District shall provide written notice to the Partner to cure the problem identified within the period of time specified in the District written notice. If not cured by that date, the District may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement. For termination due to any of the causes contained in this Section, the District retains its rights to seek any available legal or equitable remedies and damages.

3.4 *Availability of Appropriations.* This Agreement is contingent upon and subject to the availability of funds. District, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if sufficient funds are not appropriated. The Partner will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. Terms and Conditions

4.1 *Student Records.* The Partner will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Partner will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Any student records in the Partner's possession shall be permanently destroyed, and the Partner shall provide written confirmation to the District upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.

4.2 *Compliance with Laws.* The Partner, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Partner shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Partner shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement. Partner is and shall remain in compliance with all State and federal statutes and regulations and applicable sections and requirements of the Illinois School Code, including but not limited to, the Criminal history records checks and checks of the Statewide Sex Offender Database and Statewide Murderer and Violent Offender Against Youth Database.

4.3 *Insurance.*

4.4 *Notices.* Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.5 *Entirety.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either party. The intent of the Agreement is to include items and services necessary for the proper execution and completion of the Services by the Partner, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Agreement, whether or not such items and services are specifically mentioned herein.

4.6 *Modifications and Survival.* Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

4.7 *Severability.* In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.

4.8 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) by any of the Parties shall have the same effect as original signatures.

4.9 *Freedom of Information Act.* This Agreement and all related public records maintained by, provided to or required to be provided to the District are subject to the Illinois Freedom of Information Act (FOIA) {SO ILCS 140} notwithstanding any provision to the contrary that may be found in this Agreement.

4.10 *Authority to Execute.* Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year set forth below.

SAUK VALLEY COLLEGE

By:

Name:

Title:

Signature: _____

Date: _____

PARTNER

By: **ROE 47**

Name: Christopher Tennyson

Title: Regional Superintendent

Signature: DocuSigned by: Chris Tennyson
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Date: 6/21/2022

Name: Anjanette W. Garza

Title: Director of Professional Learning & Educational Services

Signature: DocuSigned by: Anjanette Garza
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Date: 6/17/2022

Attachments:

Exhibit A- Scope of Services

Exhibit B- Budget

EXHIBIT A - Scope of Services
Funding Year One (FY22), Cohort 3

A.1 Governance and Management.

Scope of Service	Timelines	Benchmarks/Deliverables
Not Applicable	Not Applicable	Not Applicable

A.2 Curriculum and Instruction

Scope of Services	Timelines	Participants	Benchmarks/Deliverables
<p>Professional Learning/ Coaching/ Technical Assistance</p> <p>Development and implementation of the Pathway Endorsement System</p> <p>Provide coaching support to pathway educators and administrators to implement pathway components and educational best practices aligned with the pathway requirements.</p> <p><i>Fiscal Year 1 of Ed Pathways grant</i></p>	<p>(July 1 - August 30, 2022)</p>	<p>Cohort Three Pathway Partner Districts</p> <p>Byron Ohio</p>	<ul style="list-style-type: none"> ● Coach pathway development, implementation, growth & sustainability according to pathway handbook ● Provide additional coaching support to build internal systems and practices within the school system ● Provide targeted support and assistance to develop support services that promote student pathway progress and completion ● Work with partner school counselors and special educators to construct IEP and transition plan goals to incorporate career interest survey results and goals related to career pathways of study to ensure inclusion and access for specialized populations ● Expand capacity through unique approaches in each district ● Work with partner district/school administrator to identify personnel to fill roles needed within the plan. ● Assist in education networking and conference opportunities for teachers and pathway students ● Establish local chapter of Educators Rising at each LEA partner site

			<p>Recruitment</p> <ul style="list-style-type: none">● Review (in cooperation with the partner school counseling staff) student XELLO interest inventory results and meet with students who have an identified interest in the education pathway to provide career focused activities, information, and course planning as students transition to high school● Work with partner administrators, counselors, teachers, parents, and students in grades 6-12, as well as school board members to understand and promote the pathway● Collaborate with teachers, counselors, and administrators to develop parent-student information sessions; pathway/course registration events, student interaction events, and other activities to engage students in the education pathway● Facilitate the development and implementation of middle school career days to identify students who may have an interest in entering the field of education <p>Data Collection & Analysis</p> <ul style="list-style-type: none">● Work with LEA partners to establish local protocols for portfolio monitoring● Assist with the collection, analysis and reporting of data from LEAs and the EFE on an annual basis● Lead data-based continuous improvement efforts related to pathway implementation with partners● Periodically review XELLO use and interest inventory results
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This is an estimate and may change based on requested coaching support.

EXHIBIT B - Budget

Activity	Detail	Timeline of Deliverable	Cost Per Unit	Total Cost
High Quality Professional Learning, Coaching and Technical Assistance	Professional learning, coaching and TA in development of Education Pathway Endorsement Program to Cohort One partner districts 2 Cohort Two districts @ 53 hours of coaching/district = 106 hours	July 1 - August 30, 2022	\$ 434.00/unit	\$46,000
Teacher Participant Stipends	Reimbursement of teacher stipends to participate in professional learning	July 1 - August 30, 2022		\$5,000