

**Sauk Valley Community College
July 31, 2023**

Action Item 5.10

Topic: **Contract Award – Administrator Coaching**

Strategic Direction: **Workforce Development – Sauk Valley Community College meets the workforce needs of the region through effective and responsive programming and services for all learners.**

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

Presentation:

The College is continuing its partnership with local high schools in Lee/Ogle/Whiteside Counties in the deployment of the CTE Education Pathways grant programs offered through the Illinois State Board of Education (ISBE). The College is the grantee and fiscal agent for the CTE Pathways grant program, and Tom Toney will provide coaching to administrators to help them develop leadership skills that will better serve them in guiding their districts. Janis Jones, College and Career Readiness Facilitator at SVCC, is the lead contact for grant activities.

Tom Toney’s coaching will cover the following:

1. Learn how our individual backstory can help build the culture of our buildings and districts (August 2023);
2. Identify leadership style and explore how it drives culture, impacts job satisfaction, and ultimately sets the pace for an organization’s level of effectiveness. (November 2023);
3. Explore strategies for assessing culture and introduce means to build a culture of success (February 2024); and
4. Combine the first three sessions to discover ways to build healthy classrooms for staff and students (June 2024).

Recommendation:

The administration recommends the Board approve the contracts totaling \$65,060 with Tom Toney to provide professional development for the CTE Pathways grant participants, to be paid from restricted grant funds.

CONTRACT

ARTICLE 1. IDENTIFICATION OF PARTIES

The parties to this contract are:

(a) Sauk Valley Community College District No. 506 (the "College") and (b) Toney Creative a limited liability company with its principal office at 2725 Cummins Hill Drive, Marion, OH 43302 (the "Vendor").

ARTICLE 2. SCOPE OF SERVICES

2.1 Services. Vendor will perform the following "Services" and will furnish to the College the following "Work Product." The Vendor will obtain at the Vendor's expense all necessary licenses and permissions necessary for the Vendor's performance. The Vendor shall not subcontract any portion of the Services.

Four customized in-person trainings totaling 24 certified training hours for Administrators (August, November, February, June).

Each session will include:

- 2 hours of instruction and interaction on the principles of the topic.
- 2 hours of group processing and topic development
- 2 hours of coaching for practical planning and strategy development

Pre/post surveys to gather data for outcome growth

Includes customization of content, all materials, advertising and marketing design, group communication and follow-up, administration of all sessions, travel, accommodations, per diem, technology, production costs, data capture, data compilation, data analysis, reporting and so on. training, coaching and strategizing with administrators.

The College shall not claim any interest in the Vendor's materials, products, inventions or know-how existing prior to, during, or after the formation of this contract.

The Scope of Services outlined here supersedes any and all language in Section 9.2.

2.2 Warranty. The Vendor Warrants that the Services will be performed in a timely, competent, workmanlike and professional manner and the Services and Work Product will conform to the contract specifications, documentation, and requirements and to applicable industry standards for quality.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. This contract shall not be binding until it is signed by both parties. The Effective Date of the contract shall be the last signature date appearing below. The term of this contract shall commence on

August 30, 2023, or (ii) the Effective Date, whichever is later. This contract shall expire on June 30, 2024. This contract is non-renewable.

- 3.2 Termination for Cause.** A party that defaults in performance or commits a material breach of this contract (“defaulting party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.
- 3.3 Termination for Convenience.** The College may terminate this contract for convenience and without any cause by providing at least 30 calendar days’ prior written notice to the Vendor.
- 3.4 Termination for Non-Appropriation.** This contract is subject to termination by the College if (i) the General Assembly fails to make an appropriation to make payments under the contract, or (ii) appropriated funds used to make payment under this contract are not timely provided to the College by the State or there is a State rescission of funding to the College, or (iii) sufficient funds are not available from any other funding source for this contract such as grant funds. Upon termination, the College’s obligation will be only to pay for Services already performed or Work Product delivered to the College’s satisfaction and will be without penalty or further payment being required.
- 3.5 Effect of Termination.** In the event of early termination for any cause, the Vendor shall stop performance in accordance with the notice of termination and shall submit to the College a final bill for Services performed to the date of termination. The College is not obligated to pay the Vendor for Services until the Vendor provides all Work Product that is in progress or completed as of the date of termination. The Vendor must comply with the College’s instructions to either destroy or return to the College all information previously furnished to the Vendor.

ARTICLE 4. COMPENSATION

- 4.1 Rate of Pay.** The College shall pay the Vendor compensation in the form of up to \$16,265 per session for all work and services to be performed herein. This fee is to include all secretarial, clerical, and similar incidental services. Estimated travel expenses are included. Total compensation (fee and travel) is not to exceed \$65,060.
- 4.2 Billing and Payment.** In order to be paid, the Vendor should submit to Sauk Valley Community College, ATTN: Accounts Payable, 173 IL ROUTE 2, Dixon, IL 61021 an invoice. The invoice must include: itemized detail, invoice number, invoice date, invoice amount, and remittance address. The invoice should also include the Sauk Valley Community College purchase order #. The College will either approve the bill for payment, or deny a bill with defects.
- 4.3 Withholdings.** The College may withhold or may void any invoice in order to protect the College from loss due to the Vendor’s: (a) unsatisfactory performance; (b) damage to College property; or (c) incomplete, inaccurate, or unauthorized billing. The College may withhold final payment until the Vendor has performed all Services to the College’s reasonable satisfaction in accordance with the specifications and requirements for the Work Product.

ARTICLE 5. NOTICES

To be enforceable, all notices must be in writing and delivered to the party's Representative named below. Notices are effective upon receipt and the sender has the burden of proving receipt. A party may change its representative at any time by written notice to the other party.

Notices to the College shall be sent to:

Janis Jones

173 IL ROUTE 2, Dixon, IL 61021

815.499.1944

janis.a.jones@svcc.edu

Notices to Vendor shall be sent to:

Tom Toney, Toney Creative, LLC

2725 Cummins Hill Drive, Marion OH 43302

740.360.4234

tomtoney@tomtoney.org

ARTICLE 6. INSURANCE

The Vendor shall maintain for the duration of this contract a policy or policies of insurance with coverage and limits adequate to satisfy all liabilities relating to its performance of work, including but not limited to any liability the Vendor may incur resulting from indemnification obligations pursuant to Article 7 and under applicable law. The insurance shall be commensurate with usual and customary industry practices for similarly situated businesses. The Vendor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The College reserves the right to request a certificate of insurance at any time.

ARTICLE 7. INDEMNIFICATION

The Vendor shall indemnify the College, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by the Vendor, its employees, and agents. This indemnification obligation shall survive the termination or expiration of the contract and any order made under it.

ARTICLE 8. CONFIDENTIALITY

- 8.1 General.** The Vendor treat all information relating to this contract as confidential ("College Information"). Unless required by law or preauthorized by the College in writing, the Vendor shall not disclose College information to third parties or use College Information for any purpose other than for performing this contract.
- 8.2 FERPA.** Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). Unless authorized by law or by written permission of the student, the Vendor shall not disclose to any third party information concerning College students. The Vendor shall protect all records containing student information in accordance with FERPA and College policy. In addition to other remedies, the College may terminate this contract immediately upon information that the Vendor may have violate tis provision.

- 8.3. PIPA.** Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA). If applicable, the Vendor will cooperate in good faith with the College to maintain security and integrity of personal information in compliance with PIPA.

ARTICLE 9. RIGHTS IN WORK PRODUCT

- 9.1. Title to Work Product.** The Vendor assigns to the College all rights, title, and interest, including copyright, in all delivered Work Product first produced under this contract (including all notes, designs, drawings, memoranda, reports, computer programs/input and output, and other technical data). Title to all Work Product vests in the College upon delivery by the Vendor. The College shall have the exclusive right to use Work Product for any purpose, including but not limited to the reproduction, distribution, sale, licensing, and sublicensing and development of derivative works, without further obligation to the Vendor. The Vendor represents that Work Product is original and does not infringe on third party rights. The Vendor will not place any restrictive markings upon Work Product.
- 9.2. Pre-Existing Rights.** The College shall not claim any interest in the Vendor's materials, products, inventions or know-how existing prior to formation of this contract. The Vendor grants to the College a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any pre-existing materials, products, inventions or know-how that are included by the Vendor in the Work Product provided to the College under this contract.
- 9.3. Third Party Property.** The Vendor shall not incorporate into the Work Product any third party property without the College's prior written authorization. If the College permits the Vendor's use of third party property in the Work Product, the Vendor must obtain for the College a license at no cost to the College that will enable the College to use the Work Product without restriction. The Vendor shall defend and indemnify the College against all third party claims for infringements related to the Work Product unless otherwise expressly agreed by the College in writing.

ARTICLE 10. RECORDS AND AUDIT

- 10.1. Records Retention and Audits.** The Vendor shall maintain books and records that relate to performance of this contract and that support amounts charged. The retention requirement shall be three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements.
- 10.2. Right of Inspection.** The College may reasonably inspect the Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of the Vendor throughout the term of this contract.
- 10.3. Litigation Hold Order Compliance.** The Vendor shall, and shall cause the Vendor's employees to, fully comply with any litigation hold order issued by the College in anticipation of third party litigation relating to this contract. The Vendor shall promptly retrieve, recover, preserve, and retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 11. GENERAL TERMS

- 11.1 Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.
- 11.2 Amendments.** No modification of this contract shall be effective unless made by a written amendment by the College or the Vendor, signed by each party's authorized signatory.
- 11.3 Assignment.** Neither party may assign its obligations under this contract.
- 11.4 Authorized Signatories.** The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.
- 11.5 Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.
- 11.6 Compliance with Laws.** The Vendor shall perform all obligations under this contract in compliance with all applicable laws governing the performance. Breach of this provision constitutes a material breach of this contract.
- 11.7 Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 11.8 Excluded Parties.** The Vendor certifies that neither the Vendor nor any of the Vendor's directors, officers, employees, or agents who may provide services pursuant to this contract (individually an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide the College immediate written notice if the Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. The Vendor further certifies that neither the Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. The College may terminate this contract immediately without any penalty to the College if either of these certifications was erroneous when made or becomes no longer valid during the term of this contract.
- 11.9 Force Majeure.** A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- 11.10 Headings.** Headings in this contract are intended only to assist with readability and are not substantive.
- 11.11 Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship

between them. The Vendor shall not hire College employees to perform this contract without obtaining the College's prior written approval.

- 11.12. Integration.** This contract, together with any amendment, and incorporated references, constitutes the parties' entire agreement regarding the subject matter.
- 11.14. Severability.** If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.
- 11.16. Use of Name.** The Vendor shall not use College's name or protected marks for any commercial purpose.
- 11.17. Waiver.** The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

SAUK VALLEY COMMUNITY COLLEGE

DISTRICT NO. 506

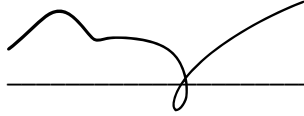
Tom Toney

By: _____

Printed: Kent Sorenson _____

Title: Vice President of Business Services (CFO) _____

Date: _____

By:  _____

Printed: Tom Toney _____

Title: CEO _____

Date: June 6, 2023 _____