

SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING
Third Floor Conference Room, 3L14
January 14, 1980 7:30 p.m.

A. Call to Order

B. Roll Call

C. Written Communications from Visitors

D. Recommended Actions:

- 1) Approval of minutes as submitted
- 2) Personnel matters
 - a) clerical vacancy
 -) other items
- 3) Academic Calendar
- 4) Dixon Developmental Center Contractual Agreement
- 5) Other items

E. Old Business:

- 1) Tutoring Policy
- 2) Summer School Policy
- 3) Student Loan Policy
- 4) Financial Aid Hold Policy
- 5) Collective Bargaining Membership
- 6) Other items

F. New Business:

- 1) ICCTA Dues
- 2) Collective Bargaining
- 3) Other items

G. President's Report:

- 1) Student trustee report
- 2) Minutes of committee meetings
- 3) Salary survey
- 4) ICCB letter on course approval
- 5) Other items

MINUTES OF THE SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

January 14, 1980

The Board of Trustees of Sauk Valley College met in regular meeting at 7:30 p.m. on January 14 in the Board Room of Sauk Valley College, Rural Route #1, Dixon, Illinois.

Call to Order: Chairman Reigle called the meeting to order and the following members answered roll call:

John Fassler	Kay Fisher
Oscar Koenig	Ann Powers
Juanita Prescott	William Reigle

Absent: Lorna Keefer Wade Abed

Secretary: Due to the absence of Secretary, Lorna Keefer, Kay Fisher was appointed secretary Pro-tem.

Minutes: It was moved by Member Koenig and seconded by Member Fisher that the Board approve the minutes of the December 20 meeting as presented. Motion voted and carried.

Clerical Vacancy: It was moved by Member Koenig and seconded by Member Prescott that the Board approve filling the anticipated vacancy in the Data Processing Department due to the resignation of Bev Segura (as of January 21, 1980) at a clerical Grade III salary. Motion voted and carried.

Academic Calendar: The attached academic calendar was presented to the Board for approval. This calendar is for a two-year period and approval is needed for it's inclusion in the new college catalog. It was moved by Member Koenig and seconded by Member Prescott that the Board approve the 1980-81 and 1981-82 calendar as presented. Motion voted and carried.

Contract with Dixon Developmental Center: The attached contract was presented to the Board for approval for the new LPN class which is due to start spring semester. It was moved by Member Powers and seconded by Member Koenig that the Board approve the attached contract with the Dixon Developmental Center as presented. In a roll call vote, all voted aye. Motion carried.

Tutoring Policy:

It was moved by Member Prescott and seconded by Member Fisher that the Board approve the attached Tutoring Policy as presented. Motion voted and carried.

Summer School Policy:

It was moved by Member Powers and seconded by Member Fisher that the Board approve the attached Summer School policy as presented. Motion voted and carried.

Student Loan Policy:

It was moved by Member Fisher and seconded by Member Prescott that the Board approve the attached Student Loan policy as presented. Motion voted and carried.

Financial Aid Hold Policy:

It was moved by Member Prescott and seconded by Member Fisher that the Board approve the attached Financial Aid Hold policy as presented. Motion voted and carried.

Collective Bargaining Membership:

Discussion was held on the membership in the National Center for the Study of Collective Bargaining in Higher Education. Dr. Foster presented the attached report outlining his recommendations for continuing this membership. It was moved by Member Powers and seconded by Member Koenig that the Board approve the payment of \$225 for dues in the National Center for the Study of Collective Bargaining in Higher Education to be paid from account #192-000-546, and travel to the convention in Chicago is to be paid from the Board travel account. In a roll call vote all voted aye. Motion carried.

TA Dues:

It was moved by Member Koenig and seconded by Member Powers that the Board approve the payment of \$1008.60 to the Illinois Community College Trustees Association for dues for the balance of the 1979-80 fiscal year. In a roll call vote, all voted aye. Motion carried.

President's Report:

Dr. Cole reported on the attached committee meeting minutes, the salary survey from the ICCB, the approval of the college Associate in Liberal Studies Degree, Grievance #18, AG department staffing, and noted that enrollment as of 4:30 p.m. was 1,904 students for 17,219 hours.

Executive
Session:

At 8:20 p.m. it was moved by Member Prescott and seconded by Member Powers that the Board adjourn to executive session to discuss bargaining, administrative evaluation, and Grievance #18. In a roll call vote, all voted aye. Motion carried.

Regular
Session:

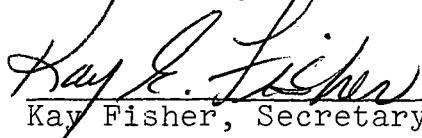
At 10:05 p.m. it was moved by Member Prescott and seconded by Member Fassler that the Board return to regular session. In a roll call vote, all voted aye. Motion carried.

Adjournment:

Since there was no further business, it was moved by Member Fassler and seconded by Member Powers that the Board adjourn to 7:00 p.m. Thursday, January 17, 1980. In a roll call vote, all voted aye. Motion carried.

The meeting adjourned at 10:06 p.m.

Respectfully submitted:



Kay Fisher, Secretary Pro-tem

ACADEMIC CALENDAR FOR FALL 1980

Pre-registration	Begins April 15, 1980
Early Registration	Wednesday, July 2, 1980
First Day for Students to Pay	
Last Day for Pre-Registered Students to Pay. . .	Thursday, August 14, 1980
Regular Registration	Thursday, August 21, 1980
9 a.m. to 8:30 p.m.	
Faculty Orientation	Friday, August 22, 1980
All Classes Begin.	Monday, August 25, 1980
Late Registration	Monday, August 25 through Friday, August 29, 1980
Last day for Course Change - Friday, September 5, 1980	
Registration after this period will be permitted only with the signature of the instructor or the instructional Dean.	
Labor Day - No Classes - Offices Closed	Monday, September 1, 1980
How-Wow Day - Classes Dismissed at Noon.	Wednesday, September 24
4 p.m. classes will be held	
Evening classes will be held as scheduled.	
Columbus Day - No Classes - Offices Closed	Monday October 13, 1980
Constitution Examination	Thursday, October 16
Mid-Semester Date.	Friday, October 17
CT Test Date	Saturday, October 18
Veteran's Day - No Classes - Offices Closed. . . .	Tuesday, November 11, 1980
Thanksgiving Vacation Begins.	10:00 p.m. Wed., November 26
Colleges Offices Closed	November 27 thru the 29th
Classes Resume	Monday, December 1, 1980
CT Test Date	Saturday, December 13
Final Examinations.	December 15 thru the 18
Final Grades due in Office Admissions and	12 Noon - Friday - December 19
Records	
College Closed for Christmas Break.	5 p.m. December 23, 1980
College Offices Open	Monday, January 5, 1981

ACADEMIC CALENDAR FOR SPRING 1981

Early Registration	Begins November 24
Last Day for Pre-registered Students to Pay.	January 5, 1981
Regular Registration 9 a.m. - 8:30 p.m.	Thursday, January 8
Classes Begin.	Monday, January 12
Late Registration - Monday, January 12 through Friday, January 16.	
Registration after this period will be permitted only with the signature of the instructor or the Instructional Dean	
ECT Test Date	February 14
Lincoln's Birthday - No Classes - Offices Closed. . . .	Thursday, February 12
Washington's Birthday - No Classes - Offices Closed . .	Monday, February 23
Old-Semester Date	Friday, March 6
ECT Test Date	March 28, 1981
Spring Vacation Begins	Thursday, April 16-10 pm
Good Friday - Offices Closed.	Friday, April 17
Classes Resume.	Monday, April 27
Constitution Examination.	Thursday, April 23
Final Examinations.	May 11 through May 14
Final Grades for Prospective Graduates due in Office of Admissions and Records	Thursday, May 14
Final Grades due in Office of Admissions and Records.	Monday, May 18-9 am
Commencement.	Wednesday, May 20
Memorial Day - Offices Closed	Monday, May 25

ACADEMIC CALENDAR FOR SUMMER 1981

Registration 9 a.m. to 8:30 p.m. Thursday, June 4

Classes Begin Monday, June 8

Late Registration Monday, June 8 and
Tuesday, June 9

ACT Test Date June 13

Independence Day - No Classes - Offices
Closed Friday, July 3

Mid-Term Thursday, July 2

Final Examinations Wednesday, July 29
Thursday, July 30

All Grades Due in Office of Admissions
and Records 12 Noon, Friday
July 31

ACADEMIC CALENDAR FOR FALL 1981

re-registration	April 13, 1981
arly Registration	Thursday, July 2
First Day for Students to Pay	
ast Day for Pre-Registered Students to Pay . . .	Thursday, August 13
egular Registration	Thursday, August 20
9 a.m. to 8:30 p.m.	
aculty Orientation	Friday, August 21
all Classes Begin	Monday, August 24
ate Registration	Monday, August 24 to Friday, August 28
Last day for Course Change - Friday, August 28	
egistration after this period will be permitted only with the signature of the instructor or the instructional Dean.	
abor Day - No Classes - Offices Closed	Monday, September 7
ow-Wow Day - Classes Dismissed at Noon.	Wednesday, September 23
4 p.m. classes will be held	
Evening classes will be held as scheduled.	
olumbus Day - No Classes - Offices Closed	Monday, October 12
onstitution Examination	Thursday, October 15
id-Semester Date.	Friday, October 16
CT Test Date	TBA
eteran's Day - No Classes - Offices Closed	Wednesday, November 11
anksgiving Vacation Begins.	Wednesday, November 25 - 10 pm
Colleges Offices Closed	November 26 thru the 28
lasses Resume	Monday, November 30
CT Test Date	TBA
Final Examinations.	December 14 thru the 17
Final Grades due in Office Admissions and	12 Noon Friday, December 18
Records	
College Closed for Christmas Break.	5 p.m. December 23
College Offices Open	8 a.m. Monday, January 4

ACADEMIC CALENDAR FOR SPRING 1982

Early Registration	Monday, November 30
Last Day for Pre-registered Students to Pay.	Monday, January 4
Regular Registration 9 am to 8:30 p.m.	Thursday, January 7
Classes Begin.	Monday, January 11
Late Registration Ends.	Friday, January 15
Registration after this period will be permitted only with the signature of the instructor or the Instructional Dean	
Last Day for course changes is Friday, January 15.	
Test Date	TBA
Lincoln's Birthday - No Classes - Offices Closed. . . .	Friday, February 12
Washington's Birthday - No Classes - Offices Closed . .	Monday, February 22
Mid-Semester Date	Friday, March 5
Institution Exam	Thursday, March 18
Spring Vacation Begins	Thursday, April 8 - 10 pm
Good Friday - Offices Closed.	Friday, April 9
Classes Resume.	Monday, April 19
Constitution Examination.	Thursday, April 22
Final Examinations.	May 10 thru the 13
All Grades for Prospective Graduates due in Office of Admissions and Records	Thursday, May 13
All Grades due in Office of Admissions and Records.	Monday, May 17 - 9 am
Commencement.	Wednesday, May 19
Memorial Day - Offices Closed	Monday, May 24

ACADEMIC CALENDAR FOR SUMMER 1982

Registration 9 am to 8:30 p.m. Thursday, June 3

Classes Begin Monday, June 7

Late Registration Monday, June 7
Tuesday, June 8

ACT Test Date TBA

Mid-term July 2

Independence Day - No Classes

Offices Closed Monday, July 5

Final Examinations. Wednesday, July 28
Thursday, July 29

All Grades Due in Office of
Admissions and Records 12 Noon, Friday
July 30

STATE OF ILLINOIS
DEPARTMENT OF MENTAL HEALTH
AND
DEVELOPMENTAL DISABILITIES



DIXON DEVELOPMENTAL CENTER
2600 NORTH BRINTON AVENUE
DIXON, ILLINOIS 61021

(815) 288-5561

A-4

January 10, 1980

Sauk Valley College
RFD 1
Dixon, IL 61021

Attn: Business Manager

Dear Sir:

Upon your approval of the attached contract, please sign Schedule E (in the lower left-hand corner labeled Signature of Contractor) and return all copies of contract to me. Upon approval by the Director of the Department of Mental Health and Developmental Disabilities you will be provided a copy of Schedule E and Schedule C.

Should you have any questions concerning the contract do not hesitate to contact me.

Thank you.

Very truly yours,

Christian J. Simonson
Superintendent

CAT:met

State of Illinois
 Department of Mental Health and
 Developmental Disabilities
SCHEDULE E – Contract Detailed Specifications

CONTRACT NUMBER		CONTRACT	
1340		Page 1 of 7 Pages	
Contract Amount		SCHEDULE	
\$ 19,666.00		Page 1 of 1 Pages	

THE PROVISIONS OF THIS CONTRACT ARE SUBJECT TO APPROPRIATION OF FUNDS BY THE CURRENT GENERAL ASSEMBLY.

Term of Contract: From 1-14-80 through 6-30-80.
 (Beginning Date) (Ending Date)

License No. _____

Sauk Valley College agrees to provide all courses required for the completion of the Practical Nursing Academic Program for twenty (20) Dixon Developmental Center employees who have met the criteria for admission into the aforementioned program. Determination of what constitutes required courses shall be according to the dictates of the established Practical Nursing Curriculum in conjunction with the assessment of each individual student by the Practical Nursing Academic Program Coordinator of Sauk Valley College. Hours in attendance for classroom and clinical experience, as required by the Practical Nursing Academic Program, shall be verified by the aforementioned Coordinator and reported to the Dixon Developmental Center on a weekly basis. Also, at the end of each semester, a scholastic status report for each enrollee shall be forwarded to the Dixon Developmental Center.

In return for the above stated services Dixon Developmental Center agrees to pay Sauk Valley College full cost of tuition at the rate of \$20.00 per credit hour, full cost of all required textbooks, which shall not exceed \$129.00 per enrollee, full cost of all lab supply kits and miscellaneous educational materials, which shall not exceed \$115.30 per enrollee, and a semester exam charge not to exceed \$3.00 per enrollee.

The Contractor shall submit billing for the above stated services in accordance with their usual billing routine.

THIS SCHEDULE E IS EXPRESSLY MADE A PART OF SCHEDULE C, ATTACHED HERETO AND MADE A PART HEREOF. PARTIES AGREES TO PERFORM ACCORDING TO THE GENERAL SPECIFICATIONS IN SAID SCHEDULE C AND TO THE DETAILED SPECIFICATION IN THIS "SCHEDULE E", AND NEITHER IS TO BE CONSIDERED SEPARABLE.

Signature of Contractor	Signature of Department Director
Signature of Facility Director <i>Chet - gr</i>	Execution date

State of Illinois
Department of Mental Health and
Developmental Disabilities
SCHEDULE C – General Provisions

CONTRACT
NUMBER
1340

SCHEDULE
Page 1 of 6 Pages

ARTICLE 1 – AUTHORITIES

1.1 CONTRACT AUTHORITY

This contract has been executed under the Department of Mental Health and Developmental Disabilities' (hereafter known as "Department") authority to make contracts and will utilize funds appropriated to the Department. The contract is contingent on the availability of appropriated funds.

1.2 AUTHORITY TO BIND PRINCIPAL

If the individual executing this contract is executing it to bind a person other than himself, then he must state the legal basis for his authority and supply legally acceptable evidence of this authority to bind his principal in the manner evidenced by this contract. The executing individual warrants that if after execution of the contract, it is found that he did not have the authority to bind his principal, the executing individual will become primarily liable for this contract.

1.3 CAPACITY OF STATE OFFICERS

The Director of the Department and his employees, when acting within their delegated sphere of authority, are acting as state officials in their legal capacity and not personally.

1.4 ASSIGNABILITY OF CONTRACT

This contract may not be assigned or transferred to another party except with the express written consent of the Director.

ARTICLE 2 – BID TERMS & CONDITIONS

2.1 SPECIFICATIONS COMPLIANCE

Bids must conform to Schedule B and E in every detail. The Department reserves the right to reject any and all bids.

2.2 ALTERNATE BIDS

Alternate bids will not be considered unless specifically outlined or authorized in the contract specifications.

2.3 SUBMISSION AND WITHDRAWAL OF BIDS

All competitively bid contracts of \$2,500.00 or more shall be submitted on Department forms.

Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, showing name and address of the bidder, type of service, date and hour of opening and invitation number, if one has been issued, on the face of the envelope. Bids not in compliance will be rejected. Telephonic or telegraphic proposals shall not be considered; however, proposals may be modified by telegraphic notice provided such notice is received prior to the time set for the opening of the proposals.

2.4 FEPC NUMBER

A bidder must have or have applied for a FEPC number at least three (3) days prior to bid opening. Proof of application must accompany the bid.

ARTICLE 3 – CONTRACTOR'S QUALIFICATIONS

3.1 FINANCIAL RESOURCES

Upon request the Contractor shall provide evidence of adequate financial resources for performance or demonstrate the ability to obtain such resources. If the Contractor is unable to pay his debts as they mature, the Department has the right to void or cancel the contract and further avail itself of all remedies it may possess under applicable Federal bankruptcy statutes.

3.2 PERFORMANCE REQUIREMENTS

The Contractor shall have the necessary experience, organization, manpower, technical qualifications, skills and facilities, or have the ability to obtain them (including subcontractor arrangements), (acceptable evidence of "ability to obtain" is defined as a firm commitment or arrangement for the rental, purchase or other acquisition thereof). The Contractor shall have a satisfactory record of integrity and performance. Unsatisfactory performance by a Contractor shall be sufficient cause to disqualify him as an acceptable bidder.

When notified that he is the successful bidder and a performance bond is a requirement under the provisions of the contract, Contractor shall deliver evidence of performance bond coverage prior to the performance date of the contract.

Contractor shall submit lien waivers to the Department from all subcontractors which the Contractor may employ under this agreement.

3.3 ELIGIBILITY TO RECEIVE AWARD

Contractor shall be otherwise qualified and eligible to receive an award of contract under the laws and regulations of the State of Illinois and the Department.

ARTICLE 4 – DEFINITIONS AND CONSTRUCTION

4.1 TYPED/PRINTED PROVISIONS

Typed or written provisions takes precedence over printed matter. Specific language takes precedence over general.

4.2 HEADNOTES

Headnotes in this contract are only editorial devices to aid reading and referencing and shall not be construed to add to, to delete from, modify, or limit the provisions of the paragraphs associated with or related to the headnote.

4.3 CONTRACT NUMBER REFERENCES

The Department's contract number is the official reference. Other references such as Federal Contract or program numbers are only for convenience.

ARTICLE 5 – FINANCIAL AND PROPERTY MATTERS

5.1 METHOD OF PAYMENT PARTICULARS

The method of payment to be utilized for this contract is stated in MHF-91, Schedule B or Schedule E (Contract Detailed Specifications).

5.2 BILLING

As a condition precedent to payment of any funds on this contract, the Contractor shall submit an itemized billing on vouchers supplied by the Department.

The Contractor is responsible for billing and the collection of all services paid by private insurance, Medicare, Department of Public Aid, or other third party payees. The Department shall furnish to the Contractor all information available for such billings.

If Contractor's invoice is for a Public Aid recipient, charges shall not exceed rates approved by the Department of Public Aid. Additional or supplemental payment by the Department shall not be made. When contract rates differ from approved Public Aid Schedule of Charges and it has been determined the recipient of service is not Public Aid eligible the rates in this contract prevail.

5.3 DELIVERY OF CONTRACT PAYMENTS

Payments to the Contractor shall be made payable in the name of the Contractor and sent to the person and place specified in Schedule B or Schedule E. The Contractor may change the payee, the person to whom payments are sent, or the place to which payments are sent by written notice to the Department. However, no such notice shall be binding on the Department until ten (10) days after it is actually received by the Department.

5.4 REQUESTS FOR PAYMENT DEADLINE

The Contractor agrees that all costs will be billed and final requests submitted in proper form no later than 45 days after the termination date of this contract.

5.5 CONDITIONS FOR REIMBURSEMENT (FEDERAL FUNDING)

If this contract is funded either in whole or in part by federal monies the Contractor agrees that the Department will not be liable for any payments under this contract unless the Contractor's costs are in accordance with the provisions of the United States Government Services Administration, Federal Management Circular FMC 74.4, which replaced ONB Circular A-87.

5.6 LIMITATION ON COST

The total cost of this contract shall not exceed the total consideration set forth in MHF-91, Schedule B, or Schedule E. The Contractor agrees to fully complete the statement of work specified in Schedules B & E and all obligations under this contract within the stated total consideration.

5.7 ACCESS OF RECORDS AND RIGHT TO AUDIT

The Contractor agrees that the Department or its duly authorized representative and each federal agency involved, shall have access to examine any books, documents, papers and records of the Contractor relating to this contract. This condition expires three years after final payment under the Contract. The Contractor agrees to require all subcontractors under this contract, if any, to agree to the "Access of Records and Rights to Audit" clause stated above.

5.8 PROPERTY PURCHASED ON CONTRACT

If the purchase of property is an integral part of this contract, title to such property shall vest in the Department.

ARTICLE 6 – PERSONNEL AND EMPLOYEE MATTERS

6.1 HIRING STATE EMPLOYEES

The Contractor shall not hire or contract with any employee of the State of Illinois without written approval of the Department.

6.2 ASSIGNMENT OF SPECIFIC PERSONNEL

Where a specific person, group, or association is specifically assigned to or provided for, in Schedule B or Schedule E of this contract, the Contractor shall not make a substitution nor change any stated capacity without the express written consent of the Department.

All employees assigned by the Contractor shall be physically able and competent to do their assigned work and shall be free of communicable disease. The facility shall have the right to request a medical certificate of physical fitness for any employee it feels necessary. Contractor, his subcontractors and their employees shall not fraternize or have intimate or illicit relations with patients/clients. Such conduct shall result in immediate and permanent removal of the employee from the facility premises and is cause for cancellation of the contract.

6.3 NON-DISCRIMINATION REQUIREMENTS

The Contractor, his employees, and subcontractors engaged by him in the performance of this contract shall comply with the State of Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations hereby incorporated within this contract by reference, including but not limited to the following:

Equal Employment Opportunity

In the event of the Contractor's non-compliance with any provisions of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action or rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Commission's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 1.1 (17) (b) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6 and 7 in every supply contract as defined in Section 1.1 (17) (a) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 7 – SUBCONTRACTS

7.1 DEFINITIONS

- (a) **Subcontract:** For purposes of this contract, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person other than a full or part time employee of the Contractor:
 - (1) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements which in whole or in part, are utilized in the performance of this contract; or
 - (2) under which any portion of the Contractor's obligation under this contract is performed, undertaken or assumed.

- (b) **Subcontractor:** For purposes of this contract, "Subcontractor" means any person or organization (at any time performing one or more functions discussed in (a) above or otherwise fitting the situations discussed in (a) above).

7.2 CONSENT REQUIRED

Contractor shall notify the Department when he intends to engage a subcontractor for furnishing any of the work or services herein contracted. This provision will not be construed to require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. Any contracts made contrary to this provision are voidable by the Department at its sole discretion.

ARTICLE 8 – PROPRIETARY RIGHTS

8.1 SUBJECT DATA

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is specified to be or is delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or, design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

8.2 RIGHTS IN FIRST PRODUCED DATA

All subject data first produced in the performance of this contract shall be the sole property of the Department. The Contractor agrees that he does not acquire and will not assert or claim any rights at common law or equity in subject data, nor will he establish or assert any claim to statutory copyright in subject data.

8.3 INTERESTS IN NON-FIRST PRODUCED DATA

The Contractor agrees to grant and does hereby grant to the Department and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate,

State of Illinois
Department of Mental Health and
Developmental Disabilities
SCHEDULE C – General Provisions

CONTRACT NUMBER	SCHEDULE
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reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others to do so.

8.4. INDEMNIFICATION OF DIRECTOR

The Contractor shall indemnify, save and hold harmless the Director of the Department, his officers, agents and employees, acting within the scope of their official duties against any liabilities including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (2) based upon any libelous or unlawful matter contained in such data.

8.5. DATA FURNISHED CONTRACTOR

All data supplied to the Contractor by the Department, its officers, agents and employees acting within the scope of their official duties shall remain the sole property of the Department and return to the Department or an appropriate officer, agent or employees upon demand. However, in all cases the Contractor will tender the return of all supplied data at the termination or close of the contract.

Section 8.3 and 8.4 above are not applicable to material furnished to the Contractor by the Department and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

8.6. DISSEMINATION OF CONTRACT INFORMATION

Except for his own internal use, the Contractor shall not publish, permit to be published, or distribute any data or information, oral or written, concerning this contract or derived during the performance of this contract or dealing with any results, conclusions or opinions concerning this contract without the written consent of the Department until (1) the Department has released such data and information to the public, or (2) until this contract is officially closed and such information is declared released.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1. CANCELLATION OPTION

The Department may terminate this contract, at its discretion, by giving the Contractor 30 days written

notice, unless otherwise specified. In the event of cancellation, the Contractor shall take all steps necessary and reasonable to mitigate close out costs to the Department.

9.2. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Department a written appeal addressed to the Director of the Department. The decision of the Department or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Department's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

9.3. INDEMNIFICATION OF DEPARTMENT

The Contractor shall hold the Department harmless against any suit, action, claim, demand, lien, damage, fine, judgment, decree, or any expense connected with the services performed by any employee of the Contractor.

The Contractor shall be liable for any damage to the buildings, or equipment of the Department as a result of willful and negligent acts of the Contractor, subcontractor, or their employees.

Unless otherwise specified in the contract, the Contractor will have the following minimum insurance coverage:

Workmen's Compensation: \$100,000.00 or in the amount required by the laws of the State of Illinois.

Public Liability:
 Bodily Injury \$100,000.00/\$300,000.00
 Property Damage \$ 50,000.00/\$100,000.00

Auto Liability:
 Bodily Injury \$100,000.00/\$300,000.00
 Property Damage \$ 50,000.00

Bus Liability
 (If applicable) \$500,000.00/\$1,000,000.00

Malpractice
 (If applicable) \$200,000.00/\$600,000.00

9.4 REVISIONS

The Department may, upon written notice and without invalidating the contract, require changes resulting in the revision of work by the Contractor or, require other elements of work not originally contemplated and for which full compensation is not provided in any portion of the contract.

When a written notice is received by the Contractor notifying him of such change, he shall, within 30 days, notify the Department in writing of the financial implications of such changes.

The financial, work programs and time frames will be adjusted by mutual agreement between the Department and Contractor. Failure to reach such mutual agreement shall constitute a dispute and be handled in accordance with Section 9.2, "Disputes" of this contract.

9.5 UNEXPECTED CIRCUMSTANCES

If unexpected circumstances arise which were unavoidable and beyond the control of the Contractor, then the Contractor will inform the Department in writing within one week outlining the impact of such unexpected circumstances on the contract: (1) work program, (2) cost and (3) time frame. Adjustments will be made by mutual agreement between the Department and Contractor. If there is a disagreement on whether an unexpected circumstance has occurred, or if there is a failure of the contract parties to agree on an adjustment, then a dispute shall exist which shall be handled in accordance with Section 9.2, "Disputes" of the contract.

9.6 CONVENTION AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the contract and that he has not paid or agreed to pay any organization or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty the Department shall have the right to annul the contract without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

9.7 CONFLICT OF INTEREST

The Contractor covenants that he has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of his services under the contract.

ARTICLE 10 – CONFIDENTIALITY

It is the Contractor's responsibility to see that he and each of his employees who provide service under the terms of this contract shall be informed of the Mental Health and Developmental Disabilities Confidentiality Act. The Contractor understands that breach of this Act or applicable laws will not be permitted by the Department.

ARTICLE 11 – LICENSE REQUIREMENTS

Any Contractor whose authority to practice requires licensing or registration by the State of Illinois shall deliver evidence of current license or registration status to the Department. Citation of license or registration number in contract documentation will suffice.

SAUK VALLEY COLLEGE

RURAL ROUTE ONE,

DIXON, ILLINOIS 61021

DATE December 20, 1979

1-14-80

MEMORANDUM

6-1

SUMMER SCHOOL POLICY

Summer school shall be held at the discretion of the Board of Trustees. The final decision for the continuation or cancellation of each class will rest with the appropriate instructional dean.

TUTORING POLICY

Tutorial classes may be offered with the approval of the appropriate dean. The rate of compensation for tutorial courses at Sauk Valley College shall be established at 70% of the average combined total of tuition and ICCB apportionment as calculated in the annual college budget. The rate, once determined, will then be applied for the subsequent fall semester through the following summer session. Tutorial assignments shall be voluntary on the part of the faculty.

mv

STUDENT LOAN POLICY

Policy:

1. The duration of short term loans will be made at the discretion of the Financial Aid Officer, but in no case will the duration exceed 90 days in length.
2. The maximum loan that a student may receive will be \$100.
3. Loans may be made to part-time students up to a maximum of \$50 at the discretion of the Financial Aid officer.
4. Loans will be made only on the basis of the Financial Aid officer's scrutiny of the individual's ability to pay. For example, students on CWS, EOG, IGLP, Veterans and students with jobs will be given preference. Loans will not be issued solely on the basis of the fact that the student is attending Sauk Valley College.
5. A poor performance on previous loan agreements will automatically disqualify the student from receiving future loans.
6. Any outstanding student loan agreements may be collected from any monies due the student from college sources.
7. Any student financial obligation that is due Sauk Valley College will result in a "freeze" being placed on the transmittal of any student records.

Issuing Loans:

Before any cash loan is made to a student, the Office of Financial Aid should make a thorough investigation of the following factors:

1. A student must be currently enrolled for a minimum of 6 semester hours.
2. Loans may be granted to full time students during their first semester up to the maximum of \$100. Part-time students may receive up to \$50. No future loans will be issued until the first loan has been paid in full.
3. A student must be in good academic and disciplinary standing with the college. Any "hold" on his records or any past debts with the college will disqualify the student.
4. The Director of Financial Aid is the sole representative authorized to approve student loan agreements.

Collection of Loans:

1. A letter from the Financial Aid Office will be sent approximately two weeks before the due date of the loan.
2. Subsequent to the due date of the student loan the Business Office will notify the student of their obligation to the college.
3. If a student does not respond to the collection notices sent by the Business Office the loan when considered a bad debt will be forwarded to a collection agency for disposition.

FINANCIAL AID TUITION HOLD PROGRAM POLICY

Students at Sauk Valley College are responsible for payment of tuition at the time of registration. New students who are in the process of registering and who have applied for approved federal, state and local financial aid programs, and who, because of time or processing factors have not yet received their financial aid award, may be eligible to participate on a one time only basis in a Financial Aid Tuition Hold Program. This eligibility will be determined by the Director of Financial Aid after evaluation and analysis of supporting data that anticipates a future financial aid award to the student.

Policy Guidelines

1. Only new students, or returning students, who have not previously received financial aid will be eligible to be considered for the Financial Aid Tuition Hold Program. Exceptions to this policy are subject to the discretion of the Director of Financial Aid, but exceptions will be limited to those students with extenuating circumstances beyond their control.
2. Student requests for the Financial Aid Tuition Hold Program must be made in person at the Financial Aid Office, and students must submit a copy of their (or their parents) federal tax return and other supporting documentation as requested by the Director of Financial Aid.
3. All federal, state and local financial aid applications must be completed, reviewed and mailed from the Sauk Valley College Financial Aid Office.
4. A student must meet all eligibility (federal, state and local) requirements for participation in financial aid programs. Some of these requirements include approved programs, GED and/or high school diploma, minimum registration of 6 credit hours, satisfactory academic progress, etc.
5. Students permitted to participate in the Financial Aid Tuition Hold Program are expected to have all tuition paid prior to the mid-term date of the semester in which they are enrolled.
6. Any student financial obligation that is due Sauk Valley College will result in a "freeze" being placed on the transmittal of any student records. Should the Director of Financial Aid and/or the Business Office be unable to collect the amount due the college the "bad debt" will be forwarded to a collection agency for disposition.

ADMINISTRATIVE COUNCIL MINUTES

January 7, 1980

BOARD AGENDA

- A. ICCTA dues...Ron Schilling said last year the college paid a flat fee of \$50 plus two semi-annual payments of \$976 each.
- B. Academic Calendar..Walt Clevenger was asked to check the proposed calendars for 1980-81 and 1981-82 with local high schools and have a recommendation ready for the Board package on Wednesday.
- C. Policy layovers...Policies dealing with student loans, financial aid holds, tutoring and summer school were discussed. It was agreed that after the policies were adopted, administrative guidelines need to be developed for the financial aid area.
- D. Collective bargaining...Don Foster agreed to write a summary of services available to the college from the collective bargaining membership discussed at the last Board meeting.

CATALOG REVISIONS

Ralph Gelander reported having received revised copy from everyone but Jim Strickland. Jim Strickland said his materials were complete and he would forward them to Gelander today.

WORKING CASH FUND

Dr. Cole reported that he has discussed legal questions regarding the Working Cash Fund with Ole Pace, the Board Attorney. Specifically, he asked about the possibility of transferring funds from the Working Cash Fund into the Educational Fund each year and leaving the interest accruing from such investments as revenue in the Educational Fund. Dr. Cole said Mr. Pace advised him that the bonding authority (Chapman and Cutler of Chicago) viewed such a transfer as legal and Mr. Pace verbally indicated that the college could be doing this. A written opinion from Ole Pace confirming this discussion is expected shortly according to Dr. Cole.

BUILDING REPAIRS

Dr. Cole distributed copies of an ICCB communication showing recommendations supporting a payment to SVC from the state for \$400,000 for gymnasium pillar repairs. Dr. Cole said if the college actually receives this money, we might consider other uses for the Anixter rental income.

SPRING SCHEDULE OMISSIONS

Ralph Gelander reported that some of the full credit spring semester courses coordinated by Jim Barber were not submitted in time for printing in the regular class schedule mailer. Dean Sagmoe said omitting classes taught in area high schools from the mailer limits promotion of these courses in the schools. Jim Barber said there was some confusion over the deadline for submitting this material for printing.

COMMUNITY RECRUITMENT BOOTH

Jim Barber reported that a recruitment session is scheduled this weekend at Northland Mall.

GRIEVANCE #18

Dr. Cole reported that he responded last week to the Faculty Association Grievance #18 filed in regard to the college's failure to promote Dave Youker.

NIGHT SWITCHBOARD OPERATOR

Jim Barber reported that he was having difficulties in hiring a switchboard operator for the evenings. He asked about the possibility of creating a full-time position but Dr. Cole said he was not prepared to move in this direction at this time.

PRESIDENTIAL SEARCH PROGRESS

Ralph Gelander reported that the screening committee and consultants have agreed on a list of final candidates to be submitted to the Board for further consideration as Dr. Cole's replacement. The consultants and the committee will bring their report to the Board in an executive session in an adjourned Board meeting beginning at 7:00 p.m. on Thursday, January 17.