

MEMORANDUM OF AGREEMENT

Between

REND LAKE COLLEGE

And

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

THIS AGREEMENT is hereby entered into this 1st day of October, 2021 ("Effective Date"), by and between the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, by Southern Illinois University Carbondale, Illinois (hereinafter referred to as "SIUC"), and REND LAKE COLLEGE, Ina, Illinois (hereinafter referred to as "RLC").

WITNESSETH:

WHEREAS, RLC has a need for upper division or graduate courses and baccalaureate degree completion programs for qualified students;

WHEREAS SIUC has the capability and resources necessary to develop and offer upper division or graduate courses and baccalaureate completion degrees;

WHEREAS, SIUC is willing to offer upper division or graduate courses and baccalaureate degree completion programs for the students of RLC service area;

WHEREAS, SIUC and RLC agree that a concurrent enrollment agreement would increase the efficiency and certainty of students obtaining a baccalaureate degree;

WHEREAS, a concurrent enrollment agreement would facilitate the transition of students from Rend Lake College to Southern Illinois University Carbondale;

NOW, THEREFORE, in consideration of the mutual covenants herein enumerated, the parties agree to be bound by the following terms and conditions as stated herein.

I. TERM & TERMINATION

- A. This Agreement shall commence on the Effective Date and shall continue through the date immediately preceding the fifth anniversary thereof, unless earlier terminated in accordance with Section I(B) herein.
- B. Either Party may terminate this Agreement upon written notice to the other Party provided no fewer than 60 days prior to the published beginning date of instruction for the next RLC academic semester. Termination shall be considered effective at the end of the notice period stipulated in the Notice of Termination, provided however, that no student currently enrolled in an SIUC class or program

pursuant to this Agreement shall be deprived of the opportunity to complete course requirements due solely to termination.

II. PROGRAMS

- A. The SIUC academic programs to which this Agreement is applicable are identified Exhibit A hereto. The Parties covenant and agree that additional academic programs may be added by written agreement of the Parties.
- B. Formal admission to SIUC and advisement is required prior to registration in SIUC credit courses. Credit courses will be considered SIUC resident credit.
- C. The policies and procedures in the SIUC Undergraduate Catalog, including without limitation admission policy, grading policy, retention policy, withdrawal policy, course prerequisites, etc. are in effect and shall govern.
- D. It shall be the student's responsibility to supply all documents necessary for formal registration in SIUC credit courses. Formal admission to SIUC and advisement is required prior to registration in SIUC credit courses. Credit courses will be considered SIUC resident credit. Upon completion of a course(s) in a semester, an SIUC grade will be issued to each student. Grades are available online at Salukinet: <http://salukinet.siu.edu/>.

III. SIUC RIGHTS & DUTIES

SIUC shall be responsible for the following:

- A. Offering courses administered through SIUC which shall be taught by SIUC faculty using various delivery methods including, at SIU's discretion, distance education methods and on-site delivery.
- B. SIUC shall establish and announce to RLC officials and prospective students, the prevailing rates of charges per semester credit hour for each course offered under this Agreement prior to delivery. Such charges shall be in SIU's sole and absolute discretion. Upon registration, students will submit payment for the course to the SIUC Bursar.
- C. SIUC will submit any change in course charges to RLC in writing not less than 60 days prior to the effective date of the change.
- D. SIUC will provide advisement to concurrent enrollment students.
- E. SIUC will assess the appropriate tuition rate, including, but not limited to, residency status, in effect at the time of the student's initial enrollment at SIUC. If for any reason the student withdraws or does not return for a semester during the years of

this contract, the student may lose the guarantee of the tuition rate at the time of the student's initial enrollment at SIUC.

- F. Provide all instructional services needed to satisfactorily offer the courses. Students will have access to Library Services including electronic reserves and library materials provided to students at a distance. Students will have access to textbooks through the University Bookstore or the book source of their choice.
- G. Deliver all courses specified in the specified SIUC course/program provided there is minimum class enrollment in each course adequate to meet expenses. Classes with inadequate enrollment may be subject to cancellation.
- H. Perform registration and advisement counseling as needed to support the courses offered. SIUC will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with RLC and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- I. Obtain all permission and approvals necessary to teach the courses to which this Agreement is applicable in the State of Illinois.
- J. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- K. Permit students to enroll concurrently at SIUC and RLC to complete a degree or certificate program.

IV. RLC'S RIGHTS & DUTIES

RLC shall be responsible for the following:

- A. Designate in writing a person or persons as point of contact between RLC and SIUC on all matters relating to the courses delivered.
- B. Provide suitable classroom space to accommodate enrollments. If required, separate facilities use agreement will be prepared.
- C. Provide required visual aid equipment such as overhead and LCD projectors, DVD, computers and internet access.
- D. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

- E. Permit students to enroll concurrently at SIUC and RLC to complete a degree or certificate program.
- F. Assist in the identification of interested and eligible students.

V. GENERAL TERMS AND CONDITIONS

- A. Student Records: The Parties acknowledge and agree that the terms of this Agreement will require the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 ("FERPA") and that each Party is subject to FERPA. Accordingly the Parties agree that any exchange or disclosure between the Parties of personally identifiable information from education records shall be in accordance with FERPA and its implementing regulations. As used in this section, the terms "personally identifiable information" and "education records" shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
- B. Assignment: The Parties agree that neither Party may assign this Agreement, in whole or in part.
- C. Insurance: For entire the term of this Agreement, each Party shall maintain, either commercially or through a self-insurance program, professional and general liability insurance covering personal injury and property damage caused by negligent acts or omissions of its employees, agents and officers in minimum coverage amounts of \$1,000,000 per occurrence or \$3,000,000 in aggregate. Certificates of insurance evidencing the aforementioned insurance to be in place shall be provided by each Party upon written request.
- D. Severability: If any section of this Agreement is held to be unenforceable by a court of competent jurisdiction, or any government body duly authorized by law and from which there is no appeal, such holding shall in no way affect the remainder of the Agreement, but said unenforceable portion shall be as though it were never included herein.
- E. Compliance with Law: In providing services hereunder, the Parties agree to comply with all applicable laws and governmental rules and regulations. The Parties acknowledge and agree that they are not expected or authorized to take any action in the name of or on behalf of the other which would violate any such laws, rules, or regulations. Further, SIUC and RLC agree that all financial settlements, reports, and billings rendered will be in reasonable detail, and will accurately reflect the facts about all activities and transactions hereunder.

- F. Waiver: The waiver by either party of a breach of violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- G. Equal Opportunity: It is understood by both parties to this Agreement that SIUC and RLC are Equal Opportunity Employers, and that in the performance of this Agreement neither engage in any conduct or practice which violates any applicable law, order, or regulation prohibiting discrimination against any person by reason of race, color, religion, sex, sexual orientation, national origin, age, or on account offering handicapped, a disabled veteran, or a veteran of the Vietnam Era.
- H. Entire Agreement: This Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, between the Parties regarding same. It is understood that there have been no other representations, agreements, or statements made regarding the substance of the Agreement. No alteration or modification to this Agreement will be valid unless made in writing and signed by the authorized representative of each Party.
- I. Notice: Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

REND LAKE COLLEGE:
Terry Wilkerson, President
Rend Lake College
468 N. Ken Gray Parkway
Ina, IL 62846
(618) 437-5321
wilkersont@rlc.edu

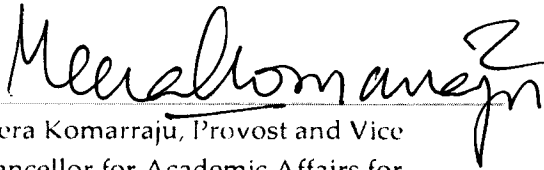
SOUTHERN ILLINOIS UNIVERSITY:
Executive Director
SIU Extended Campus
850 Lincoln Drive, MC: 6513
Carbondale, IL 62901
(618) 453-3430
ec.compliance@siu.edu

- J. Non-Exclusivity: This is not an exclusive Agreement for the services to be provided hereunder, and RLC shall retain the right to engage others to provide similar services without liability to SIUC. Similarly, SIUC retains the right to provide similar services to others without liability to RLC.
- K. Authority to Bind: The individual signing this Agreement on behalf of his respective party hereby warrants that he has the necessary authority to bind said party to this Agreement.
- L. Governing Law: This Agreement, along with all attachments, shall be construed, governed, and interpreted pursuant to the laws of the State of Illinois. Disputes arising under this agreement shall be brought before a proper state or federal court of competent jurisdiction in the State of Illinois.

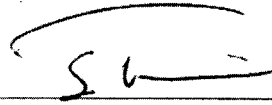
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY**

REND LAKE COLLEGE



Meera Komarraju, Provost and Vice
Chancellor for Academic Affairs for
Austin A. Lane, Chancellor
Southern Illinois University Carbondale



Terry Wilkerson, President

Nov. 22, 2021
Date

11/9/21
Date

SIU Approved as to Legal Form

Douglas J
Mc Carty

Digitally signed by
Douglas J Mc Carty
Date: 2021.11.19
14:18:28 -06'00'

Exhibit A

SIUC Programs

Bachelor of Science in Education – Elementary Education

Bachelor of Science in Education – Child and Family Services

Master of Science in Education – Curriculum and Instruction