AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN COUNTY CHAMBER OF COMMERCE FOR EDUCATIONAL INITIATIVE ASSISTANCE

This Agreement is entered as of October 12, 2023, by and between the County of Champaign, Illinois ("County"), with an address of 1776 E. Washington Street, Urbana, IL 61802 and the Champaign County Chamber of Commerce ("Chamber"), with an address of 303 West Kirby Avenue, Champaign, IL 61820; collectively "the Parties."

WHEREAS, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including programs and services that assist early childhood learning or address educational impacts; and

WHEREAS, the Chamber is a non-profit corporation and member focused business association whose mission is to facilitate business growth and improve the quality of life in order to have an economically thriving community; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with costs of providing an early childhood program that helps early learners with essential reading and math skills in Champaign County to help close the achievement gap;

NOW THEREFORE, the Parties agree as follows:

- 1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
 - a. "Initiative" Defined: The Chamber will conduct activities between March 3, 2021 and December 31, 2025 directly related to educational services for early learners in Champaign County; with proposed Initiative details and budget included in Attachment 1 ("Initiative").
 - b. **Funding**: The County will transfer ARPA funds to the Chamber in an amount of up to \$320,160 to conduct the Initiative, according to the projected budget in Attachment 1. The transfer of funds provided to the Chamber shall be made in quarterly installments. Installments may be paid more frequently pending documentation of the program being successfully implemented. In order for funds to be released, the Chamber must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, detailed cost projection, and Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final

installment and final Reporting Form shall be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to the Chamber.

2. Roles and Responsibilities of the Chamber.

a. Oversight

- i. The Chamber agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. The Chamber will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. The Chamber will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: Unique Entity ID (UEI) Number, Tax identification number, Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting time period, copy of additional documentation as needed to support ARPA-funded transaction details, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, Initiative response to public health or negative economic impact due to the pandemic, Davis Bacon and Labor Reporting for capital expenditures over \$10 million if applicable. Reporting requirements will be specified by the County.
- iv. The Chamber will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the Chamber as related to the Initiative and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. The Chamber understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. The Chamber will comply with all applicable statutes, ordinances, and regulations. The Chamber will not use any of these ARPA Funds for

- lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, the Chamber will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. The Chamber will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Initiative and is liable for all subgrantee and partner activity related to this specific Initiative agreement.

b. Initiative

- i. <u>Services</u>: The Chamber shall conduct activities toward development and operation of the Initiative under the following requirements:
 - 1. The Chamber shall incur costs directly related to the Initiative between March 3, 2021 and December 31, 2025.
 - 2. The Chamber shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. <u>Governance</u>: The Initiative activities shall be overseen by the Chamber board of directors with the following responsibilities:
 - 1. Review reports and Initiative adherence.
 - 2. Approve significant changes in Initiative prior to implementation.

3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA Funds to the Chamber in the amount of up to \$320,160. The transfer of funds shall be provided to the Chamber based on documentation and reporting for related project costs.
- b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
- c. The County is not responsible in any way for the operations of the Chamber.
- 4. **Term.** This Agreement shall commence upon its execution between the Parties.
- 5. **Termination**. The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the Chamber shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the Chamber does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, the Chamber will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
- 6. **Amendments**. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

- 7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 8. **Indemnity.** The Chamber agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the Chamber, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
- 13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
- 14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

CHAMPAIGN COUNTY
CHAMBER OF COMMERCE

Steve Summers, County Executive

Laura Weis, President & CEO



iRead • iCount



-iRead · iCount-

Improve a Child's World in 6 Hours

The iRead • iCount program puts volunteers in the classroom working directly with students to help close the achievement gap. Community members spend one hour a week in primary schools to help early learners with their essential reading and math skills. All volunteers are trained in a specifically designed curriculum. A weekly, one-hour commitment, for six to seven weeks, by the volunteers can make a world of difference for children with difficulties with their early learning competencies.





- Grassroots community effort that began in 2019 with 50 classroom volunteers in Unit 4 schools
- 200 volunteers in 11 Champaign and Urbana Elementary Schools (this semester)
- Each volunteer works with three to five children in one hour's time

 Some students are only seen once in a week while other students may work with a volunteer everyday



Why This Matters: Local Numbers

Champaign Unit 4 3rd Grade State Test Score Data 2022 23.7 percent of students can meet or exceed in reading 28.6 percent of students can meet or exceed in math

Urbana District 116 3rd Grade State Test Score Data 2022
7.7 percent of students can meet or exceed in reading
15.2 percent of students can meet or exceed in math





Initial Results 2019 Pilot

Average improvement on Letter ID: 96.93%

Percent improved by more than double: 36.52%

Largest improvement went from **4 to 52 letter** identification (upper & lower) (48 letter difference)

Average improvement of **24 to 45 letters** (22 letter difference)

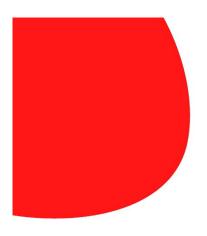
iRead · iCount Can Change a Child's Life Trajectory

What is the risk of doing nothing?



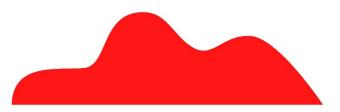






The National Assessment of Educational Progress (NAEP) has found that "students who score at the "below basic" level in reading on the third-grade NAEP assessment are more likely to have negative outcomes in school and beyond, including dropping out of high school, having limited job prospects, and being involved in the criminal justice system."

A report from the Annie E. Casey
Foundation found that "children who are
not reading at grade level by the end of
third grade are four times more likely to
drop out of high school than those who
are proficient readers, and that dropout
rates are higher for low-income students
and students of color."





iRead iCount is a community partnership. Partners include:
United Way of Champaign
County, CU Schools
Foundation, Stephens Family
YMCA, Parkland College,
Champaign Unit 4, Urbana
Unit 116, Champaign
Community Coalition, WILL-TV,
Champaign County Chamber
of Commerce



iRead iCount: School Year (Fall) 2023/(Spring) 2024 | (Fall) 2024/(Spring) 2025 | (Fall) 2025/ (Spring) 2026

Expense	Category	Budget		Actual	Difference (\$)	Difference (%)
Volunteer Marketing	Marketing	\$	45,000.00			0%
Progam Materials	Marketing	\$	24,000.00			0%
Personnel / Benefits & Taxes	Personnel	\$	138,060.00			0%
School Cordinator Stipends	Personnel	\$	42,000.00			0%
Background Checks	Operating	\$	4,800.00			0%
Rent	Operating	\$	-			
Utilities	Operating	\$	-			
Equipment / Computer	Equipment	\$	2,000.00			0%
Insurance	Operating	\$	-			
Telephone	Operating	\$	-			
Volunteer Sign Up Software	Operating	\$	1,500.00			0%
Curriculum Development & Materials	Program	\$	24,000.00			0%
Maintenance and repairs	Operating	\$	-			
Bank Fees/Professional	Operating	\$	800.00			0%
Grant Administration	Operating	\$	7,500.00			0%
Volunteer Appreciation	Program	\$	10,500.00			0%
Postage	Operating	\$	-			
Student incentives/reward	Program	\$	18,000.00			0%
Other	Misc	\$	2,000.00			0%
Total Expenses		\$	320,160.00	\$	-	0.00%

\$15K ea. yr & leverage media in-kind/Volunteer Recruitment

Design and Print: banners, posters, brochures / Program Awareness and Volunteer

PT Coordinator (X 3-year) /10,620 Chamber staff offset

3-year / 2 districts / 12 schools, DM B&GC, DREAAM

\$4 ea./ 1200 volunteers over 3 years

Covered by Chamber

Covered by Chamber

Covered by Chamber

Covered by Chamber

Annual Subscription x3

2.5 percent (\$2416 each year)

Small tokens of appreciation after each semester or summer session

In-kind by Chamber

Books/math cards/stickers,etc./Items for students to take home

The goal would be to serve 1500 children over 3 years. \$208 per student to improve literacy and math skills by 3rd grade.