

**INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT 509 (ELGIN COMMUNITY COLLEGE), COMMUNITY COLLEGE DISTRICT 512 (WILLIAM RAINEY HARPER COLLEGE), THE CHICAGO COOK WORKFORCE PARTNERSHIP AND THE VILLAGE OF HANOVER PARK.**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "IGA"), entered into as of this 12<sup>th</sup> day of MARCH, 2014, by and between the Board of Trustees of Illinois Community College District No. 509, known as Elgin Community College (hereinafter "ECC"), the Board of Trustees of Illinois Community College District No. 512, known as William Rainey Harper College (hereinafter "Harper" and both ECC and Harper collectively hereinafter the "Colleges"), the Chicago Cook Workforce Partnership, an Illinois not for profit corporation (hereinafter "The Partnership") and the Village of Hanover Park, an Illinois municipal corporation (hereinafter the "Village"), each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Chicago Cook Workforce Partnership is organized as an Illinois nonprofit corporation, qualified under the Internal Revenue Code as a Section 501(c)(3) organization and is led by a Board of business and civic leaders; and

WHEREAS, Community College District 509 ("ECC") and Community College District 512 ("Harper") are bodies of Corporate and Politic organized as Community Colleges pursuant to the Constitution of the State of Illinois and the Public Community College Act, 110 ILCS 805/1-1, et. Seq.; and

WHEREAS, the Village is an Illinois municipal corporation and the Village and the Colleges desire to promote and publicize the educational opportunities and provide a safe and secure environment for classes to be provided by the Colleges at the Education and Work Center for the benefit of the residents of the Village as hereinafter set forth; and

WHEREAS, Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State including units of local government and Community Colleges which may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power of function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village is a community facing numerous challenges, including a high unemployment rate, an increasingly diverse population, limited transportation services, and division into multiple counties, townships, school districts, and community college districts. As the Chicago Metropolitan Agency for Planning (CMAP) recommends, there is a need to pursue efficiencies through increased coordination, communication, and consolidation of local services, if a sustainable future is to be secured for the region. It is critical that local governments on all

NOW, THEREFORE, upon the consideration of the mutual promises herein, it is hereby agreed as follows:

ARTICLE I  
GOVERNANCE AND OPERATIONS

1. The above recitals are hereby incorporated by reference and made a part hereof.
2. Governance. Two designees from ECC, two from Harper, and one from the Partnership will constitute an advisory board for the Center (the "Extension Advisory Board"), holding meetings at least quarterly for decision-making regarding the site's operations, finances, and offerings. This group will convene more frequently at the request of any party, if needed, to resolve differences between partner agencies. ECC will be responsible for convening such meetings of the Extension Advisory Board. In the event the Extension Advisory Board is unable to resolve any issue before them, such matters shall be referred to the respective College presidents. The two designees from each of ECC and Harper will include a fiscal representative and an administrator from the adult education division. Minutes will be produced by ECC for all Advisory Board meetings.
3. Staffing:
  - a. The costs of salary and benefits for the following positions will be borne equally by ECC and Harper:
    - i. One (1) full-time site director
      1. Responsibilities include supervision of employees, overall coordination and scheduling of available services, budget management, operational supervision of the facility, marketing and recruitment efforts, serving as the liaison between the partner agencies, and direct delivery of services to students, including testing, intake, advising, placement, and registration.
    - ii. One (1) full-time and one (1) part-time Enrollment and Transition Coordinator
      1. Responsibilities include assisting with overall program coordination and providing personalized assistance to residents, including testing, intake, advising, placement, and registration.
  - b. Job descriptions for the Director and Enrollment and Transition Coordinators will be jointly developed and approved by ECC and Harper. A representative from Harper will serve on the hiring committees for all three employees but such employees shall be employees of ECC.
  - c. Residents requiring assistance from the Illinois workNet Center will be referred to on-site workNet personnel, who will be financially supported by the Partnership. These personnel will provide job search assistance, link residents to training opportunities, and determine if residents may be eligible for further tuition/training assistance. Illinois workNet personnel are not employed nor supervised by ECC.

Datatel for ECC. The Director and Coordinators will not be responsible for entering any student information into these two systems but will prepare all registration and enrollment materials for pick-up. Each college is responsible for sending staff out to the Center to pick up batch registrations and to deliver mail to respective employees, without any charge to the shared budget.

- f. The Director and Coordinators must be given data entry level access within the Illinois Community College Board's statewide data collection system, DAISi, for both Harper and ECC. These employees will be responsible for the entry of all data into the appropriate DAISi system and ensure accuracy of data recorded. In some cases, faculty members may be responsible for their own daily attendance entry into DAISi, but these employees will be responsible for ensuring all data has been entered in a timely and accurate fashion and will maintain student files for each college. Such personnel must be approved by ECC Human Resources and background-checking processes prior to being given data entry access for both institutions.
- g. Staff and faculty will follow the code of conduct and procedures for their respective employer, Harper or ECC.
- h. Proposed site hours of operation:  
Monday-Thursday, 8:00 a.m. - 9:30 p.m.; Friday 8:00 a.m. - 5:00 p.m.  
\*Note that the Education and Work Center will be closed for 10-11 Friday's during the summer months, in accordance with ECC's calendar.
- i. The Center will be closed in accordance with days of closure for ECC which will be communicated by ECC in advance to Harper College and the Partnership.

## ARTICLE II OPERATIONS AND COSTS

- 1. Construction Costs:
  - a. Construction details for the "build out" of the Education and Work Center shall be as set forth in the Lease and the responsibility for the costs shall be as set forth in the Lease.
  - b. All parties are subject to the terms and conditions of the Lease, where applicable.
  - c. The cost of construction of improvements not provided for in the Lease that provide a common benefit to ECC and Harper and that are mutually approved by both ECC and Harper shall be a shared cost between ECC and Harper.
- 2. Operations:
  - a. ECC shall be the lead agency and shall be responsible for the normal and customary administrative activities of a community college to be conducted at the Education and Work Center, including but not limited to purchasing, record keeping, insurance coverage, records retention, the dissemination of marketing materials jointly approved by the Colleges, accounting for all funds received in

Center at 6704 Barrington Road, Hanover Park, Illinois, consisting of approximately 10,000 square feet.

2. Marketing and Promotion of the College Offerings. The College will regularly provide to the Village information concerning class offerings, schedules, registration procedures, eligibility requirements and the like for College course offerings at the Education and Work Center. The Village agrees to:
  - a. Advertise and promote the class offerings of the College at the Education and Work Center through its communications distributed to Village residents including the newsletter known as the Hi-Lighter, both in the print and electronic media and in any other publications or communications regularly distributed by the Village to its residents.
  - b. Advertise and promote the class offerings on the Education and Work Center by causing notices of such offerings produced by the College to be posted prominently within public buildings under the ownership or control of the Village.
3. Security: The Village shall provide a visible police presence and assist with traffic control when necessary for the Education and Work Center during the regular hours of operation.

#### ARTICLE IV MISCELLANEOUS

1. Term of IGA: This IGA shall terminate upon the termination of the Lease unless earlier terminated or extended by mutual consent of ECC and Harper.
2. Jurisdiction. Any action to enforce the terms of this IGA shall be brought in Cook County, Illinois, if initiated against Harper or the Partnership, and Kane County, Illinois, if initiated against ECC. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and cost incurred by it in enforcing the terms and provisions of this IGA.
3. Mutual Cooperation. Each party shall extend such cooperation necessary to effectuate the intent and terms of this IGA.
4. Statutory Amendment. If the State General Assembly amends the Public Community College Act (110 ILCS 805) subsequent to the execution of this IGA in a manner which affects the ability of the Parties to perform hereunder, the Parties agree either to amend this IGA accordingly or, in the event the parties are unable to mutually agree to such an amendment, to terminate this IGA. The Parties agree to notify each other in the event either Party becomes aware of any such proposed legislation.
5. Binding Effect; Benefits. This IGA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this IGA to the contrary, nothing in this IGA, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason

William Rainey Harper College:

Board of Trustees of Community College District No. 512

Attn: College President

1200 W. Algonquin Rd.

Palatine, Il. 60067

Chicago Cook Workforce Partnership

69 W. Washington

Suite 2860

Chicago, Il. 60602

In Witness Whereof, the parties have by their duly authorized representatives, set their signatures in assent to this AGREEMENT, as of the date first above written.

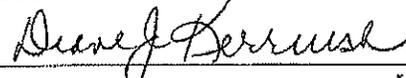
COMMUNITY COLLEGE DISTRICT NO. 509

 (Signature)

DAVID SAM (Print name)

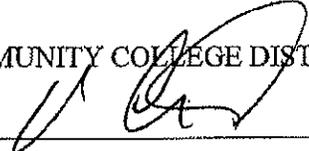
President

ATTEST:

By: 

Title: Sec. Executive Assistant

COMMUNITY COLLEGE DISTRICT NO. 512

 (Signature)

Kenneth C. Ender (Print name)

President

ATTEST:

By: 

Title: Administrative Coordinator, President's Office

**Exhibit I**

<b>Proposed Budget</b>				
<b>Education and Work Center</b>				
	<b>FY2015</b>	<b>FY2016</b>	<b>FY2017</b>	
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	
<b>Staff:</b>				
<b>Faculty - grant funded</b>				
FT Site Director	83,911	87,268	90,758	4% increase per year
FT Program Coordinator	63,338	65,872	68,507	4% increase per year
PT Program Coordinator	36,547	38,009	39,529	4% increase per year
Benefits	53,280	59,141	65,055	11% increase per year
<b>Total Salaries and Benefits</b>	<b>237,077</b>	<b>250,289</b>	<b>263,849</b>	
<b>Operating:</b>				
Rent	120,000	120,000	120,000	
Custodial	12,000	12,240	12,485	2% increase per year
Utilities	24,000	24,480	24,970	2% increase per year
Telephone	6,000	6,120	6,242	2% increase per year
Alarm/camera monitoring (ADT)	1,200	1,224	1,248	2% increase per year
Insurance (Liability and contents)	500	510	520	2% increase per year
Wi-Fi	1,200	1,224	1,248	2% increase per year
Recruiting and Marketing	20,000	20,400	20,808	2% increase per year
Copying	12,000	12,240	12,485	2% increase per year
Office Supplies	5,000	5,100	5,202	2% increase per year
Software Licenses	15,000	15,300	15,606	2% increase per year
Instructional Supplies	10,000	10,200	10,404	2% increase per year
<b>Total Operating Costs</b>	<b>226,900</b>	<b>229,038</b>	<b>231,219</b>	
Contingency - (10% of operating)	22,690	22,904	23,122	
<b>TOTAL</b>	<b>486,667</b>	<b>502,231</b>	<b>518,190</b>	
Start-up Costs (Year 1 only) *	-	-	-	
	486,667	502,231	518,190	
50/50 split - Harper and ECC	243,333	251,116	259,095	
* A grant has been received for \$200,000 for start-up costs for this site.				
Years 2 and 3 are over the approved budget of \$250,000 per year per college.				
Expenses will need to be reduced in those years to stay within the approved budget.				