**Sauk Valley Community College**

**July 24, 2017**

**Action Item 4.8**

**Topic: Program Agreement between Lake Land Community College and Sauk Valley Community College**

**Strategic Direction: Goal 1, Objective 3 – Be operationally efficient in order to maintain a low cost of attendance for students**

**Presented by: Dr. David Hellmich and Dr. Jon Mandrell**

**Presentation:**

The Illinois Community College Board (ICCB) recently revised its approval process for correctional programs offered through community colleges. Per Section 1501.307 Cooperative Agreements and Contracts of the ICCB Administrative Rules, the ICCB is requiring a college offering educational services in a correctional institution that resides outside its district to have a countersigned ICCB form from the college district that is abdicating its right to offer services to the correctional institution within its district and the college that is providing services.

Lake Land Community College is offering programs at the Dixon Correctional Center, and Sauk has no plans to offer programs at this location.

Per this agreement, Sauk shall have the right to terminate this agreement prior to its expiration should Sauk decide to offer programs at the Dixon Correctional Center.

**Recommendation:**

The administration recommends the Board approve the Program Agreement between Lake Land Community College and Sauk Valley Community College.

**INTERGOVERNMENTAL AGREEMENT BETWEEN**

**BOARD OF TRUSTEES OF LAKE LAND COLLEGE DISTRICT NO. 517 AND**

**BOARD OF TRUSTEES OF SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506**

This Agreement is made and entered into this 24th day of July, 2017, by and between the Board of Trustees of Lake Land College No. 517, Mattoon, Illinois (“Lake Land”) and the Board of Trustees of Sauk Valley Community College District No. 506, Dixon, Illinois, (“Sauk Valley”) (together, the “Parties”) in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the Public Community College Act.

**WHEREAS,** Lake Land and Sauk Valley are Illinois Community Colleges organized and existing pursuant to the Illinois Public Community College Act (110 ILCS 805/1-1 *et seq.*) and further governed by the Administrative Rules of the Illinois Community College Board (23 Ill. Admin. Code Part 1501); and

 **WHEREAS,** Part 1501.307(g) of the Administrative Rules of the Illinois Community College Board provides that an Illinois Community College District may extend curricula/credit courses into another Illinois Community College District with the approval of that District; and

**WHEREAS,** Lake Land wishes to extend curricula/credit courses pursuant to an agreement with the Illinois Department of Corrections in correctional facilities located outside Lake Land’s district boundaries; and

**WHEREAS,** Sauk Valley desires to allow Lake Land to provide courses in Illinois Department of Corrections facilities located within Sauk Valley’s district; and

**WHEREAS,** Lake Land and Sauk Valley’s desire to enter into this Intergovernmental Agreement to allow Lake Land to provide such courses in Illinois Department of Corrections facilities located in Sauk Valley’s district in accordance with the terms and conditions contained herein.

**NOW, THEREFORE, IT IS AGREED** between the Parties, in consideration of their mutual promises and undertakings as set forth herein and for other good and valuable consideration, as follows:

**Section 1 Incorporation of the Preamble Recitals**

The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference.

**Section 2 Authorization to Offer Programs**

Sauk Valley hereby authorizes Lake Land to provide the Programs as described herein in the identified Illinois Department of Corrections facilities in accordance with the terms of this Agreement.

**Section 3 Description of Programs to be Offered**

The Parties agree that Lake Land shall provide the following educational programs (“Programs”) at the identified Illinois Department of Corrections facilities located within Sauk Valley’s district:

Dixon Correctional Center:

* Construction Occupations
* Cosmetology
* Culinary Arts
* Career Tech
* Any other such program requested by IDOC during the term of this agreement.

**Section 4 Term of Agreement**

The term of this Agreement shall be for five (5) years commencing on July 1, 2017 and terminating on June 30, 2022. Thereafter, this Agreement shall automatically renew unless either Party sends the other Party a written notice of nonrenewal at least 180 days prior to the termination date.

**Section 5 Early Termination**

Sauk Valley shall have the right to terminate this Agreement prior to the expiration of the initial term or any renewal term should Sauk Valley determine that it wishes to provide the Programs in the identified Illinois Department of Corrections facilities and Sauk Valley has been approved by the Illinois Department of Corrections to offer such programs under the terms and conditions set forth by IDOC. In such event, Sauk Valley shall provide Lake Land with a 180-day written notice of early termination.

In the event of such early termination, Sauk Valley shall allow Lake Land to complete the Contract for Services it has in effect with the Illinois Department of Corrections as of the effective termination date. Lake Land subsequently agrees not to enter into an initial contract, or contract extension with a duration of more than three years to provide educational services to any Illinois Department of Corrections facility covered under this agreement, without the express written consent of Sauk Valley.

**Section 6 Required Filings**

Sauk Valley and Lake Land agree to cooperate with each other with regard to any and all filings and paperwork which may be required by the Illinois Community College Board, the Illinois Department of Corrections, as well as any other body having jurisdiction over the Programs. The Parties further agree to execute a letter to the Illinois Community College Board in substantially the same form as attached to this Agreement as Exhibit A.

**Section 7 Miscellaneous Provisions**

1. **Notices.** All notices required to be sent pursuant to this Agreement shall be sent in writing by means capable of providing confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) an acknowledged overnight carrier such as Federal Express or UPS with accompanying proof of delivery, or (c) personal service. In addition, notice shall also be sent via email to the Parties as listed below:

LAKE LAND COLLEGE: SAUK VALLEY COLLEGE:

Dr. Josh Bullock Dr. David Hellmich

President President

Lake Land College Sauk Valley Community College

5001 Lake Land Boulevard 173 Illinois Route 2

Mattoon, IL 61938 Dixon, IL 61021-9110

jbullock@lakelandcollege.edu david.m.hellmich@svcc.edu

with a copy to counsel:

Howard A. Metz

Robbins-Schwartz

55 West Monroe Street, Suite 800

Chicago, IL 60603-5144

hmetz@robbins-schwartz.com

1. **Amendments.** No change, modification or amendment to this Agreement shall be valid unless in writing and approved by the Parties’ respective governing boards.
2. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.
3. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute on and the same instrument.

**WHEREFORE,** The Parties by their respective officers have executed this Agreement on the dates set forth below.

**Board of Trustees Board of Trustees**

**Lake Land College Sauk Valley College**

**District No. 517 District No. 506**

**Mattoon, Illinois Dixon, Illinois**

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Dave Storm, Chairperson Scott Stoller, Chair

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 Ann Deters, Secretary Lisa Wiersema, Secretary