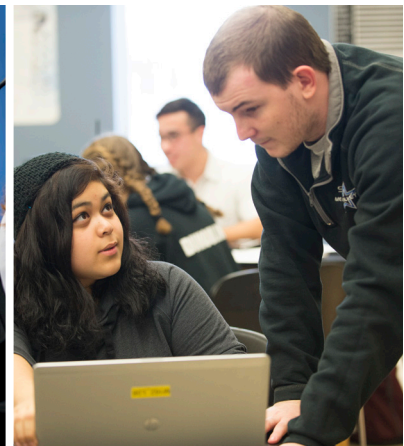




# BOARD OF TRUSTEES AGENDA

June 25 & 26, 2024



Elgin  
Community  
College

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**ELGIN COMMUNITY COLLEGE BOARD OF TRUSTEES SPECIAL MEETING  
TRAINING AND PROFESSIONAL DEVELOPMENT  
JUNE 25 AND JUNE 26, 2024**

8:00 a.m.

Open Session  
Closed Session, Self-Assessment

Elgin Community College  
1700 Spartan Drive  
Elgin, IL 60123  
Room E 100.01

*Anyone wishing to provide public comment is welcome to do so at the appropriate time indicated on the agenda. Written comments can be sent to [dkerruish@elgin.edu](mailto:dkerruish@elgin.edu) in advance of the meeting.*

**AGENDA**

**Call to Order by Presiding Officer**

**1. Preliminary Matters**

1. Roll Call
2. Pledge of Allegiance

**2. President's Remarks**

**3. Audience Wishing to Address the Board**

**4. Consent Agenda**

Actions

- |  |    |
|--|----|
| A. Ratification of Intergovernmental Agreement Between Community College District No. 509, Community College District No. 512, Chicago Cook Workforce Partnership, and the Village of Hanover Park | 1  |
| B. Ratification of the Hanover Square Shopping Center Lease  | 12 |
| C. Revisions to Full-Time Faculty Development Handbook and the Unit Adjunct I & II Faculty Development Handbook  | 19 |
| D. Appointment, Interim Assistant Vice President, Teaching, Learning and Student Development, Dr. Kristina Garcia  | 20 |
| E. Appointment, Interim Dean of Communications and Behavioral Sciences, Mr. Justin Robertson   | 21 |

**5. Recess to Closed Session**

- A. To undertake self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the college is a member,
- B. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the college...

all pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2 (c) (16 and 1, respectively)

**6. Reconvene Open Session**

**7. Adjourn until 8 a.m. June 26, 2024**

**8. Reconvene Open Session 8 a.m. June 26, 2024**

**Call to Order by Presiding Officer**

**9. Preliminary Matters**

1. Roll Call
2. Pledge of Allegiance

**10. Recess to Closed Session**

- A. To undertake self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the college is a member,
- B. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the college...  
all pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2 (c) (16 and 1, respectively)

**11. Reconvene Open Session**

**12. Audience Wishing to Address the Board**

**13. Adjournment**

**RATIFICATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
COMMUNITY COLLEGE DISTRICT NO. 509, COMMUNITY COLLEGE DISTRICT  
NO. 512, AND THE CHICAGO COOK WORKFORCE PARTNERSHIP**

**Recommendation**

The administration recommends that the Board of Trustees ratify the authority to the administration to extend the intergovernmental agreement (IGA) between Community College District No. 509 (Elgin Community College), Community College District No. 512 (William Rainey Harper College), and the Chicago Cook Workforce Partnership for the period of July 1, 2024 through June 30, 2029.



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Dr. David Sam, President

**Background**

In March 2014, Board Action No. 109-A-14 was approved to execute the intergovernmental agreement between Community College District No. 509 (Elgin Community College), Community College District No. 512 (William Rainey Harper College), the Chicago Cook Workforce Partnership, and the Village of Hanover Park. In April 2017, January 2018, June 2018, June 2020, January 2022, and May 2023 Board Actions were approved for the extensions of the original IGA until June 30, 2024. On December 15, 2023, the Village of Hanover Park sold the property where the Education and Work Center (EWC) is located. As a result of the sale, the Village of Hanover Park is no longer a party to this IGA.

The goal of the Education and Work Center (EWC) is to improve the lives of residents of Hanover Park and surrounding communities through the provision of adult basic skills instruction and job search and career readiness assistance. More than 750 students were enrolled in Adult Education classes, including English as a Second Language (ESL), High School Diploma (HSD) preparation and computer/employment skills classes this year. In addition, more than 900 clients accessed the on-site Illinois workNet® Center for core employment services such as job search assistance, resume help, computer tutoring, and WIOA intensive career advising/special services.

Staff Contacts:      Dr. Peggy Heinrich, Vice President of Teaching, Learning, & Student  
Development, 847-214-7635  
Mr. Respicio Vazquez, General Counsel, 847-214-7760

**INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT  
509 (Elgin Community College), COMMUNITY COLLEGE DISTRICT 512 (William Rainey  
Harper College) AND THE CHICAGO COOK WORKFORCE PARTNERSHIP**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "IGA"), is entered into as of the date last written below, 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 hereinafter each a "College" and collectively the "Colleges"), and the Chicago Cook Workforce Partnership, an Illinois not for profit corporation (hereinafter the "Partnership"), each individually referred to herein as a "Party" and collectively as the "Parties".

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 Illinois Community College Board (ICCB) granted approval in August 2011 for ECC and Harper to jointly offer adult education classes within Hanover Park, with ECC being the lead agency. The ICCB's approval is contingent on the acceptance of the arrangement by Area Planning Council 512 and 509 (the "APC") within Harper's and ECC's respective districts, each of which APC confirmed approval in November 2011. The ICCB further stated that restricted, Adult & Family Literacy grant funds should be used to support the cost of instruction offered by each College. In this case, the Colleges are approved to serve students from either district within adult education classes at the Education and Work Center, which is located at Hanover Square Shopping Center at 6704 Barrington Road, Hanover Park, Illinois (the "EWC" or "Education and Work Center"). Should either College prefer to use unrestricted dollars to support the cost of instruction, the College electing to use unrestricted dollars for such purposes must code and report each student as in or out of district within their college reporting system; and

WHEREAS, unrestricted dollars were approved to support all other costs associated with the project. The ICCB agreement provides approval for Harper to offer adult education services only at the Hanover Park Education and Work Center and at no other location within ECC's district, and Harper will not become a member of Area Planning Council #509. Harper will not apply for adult education grant funding within ECC's district, and ECC will not apply for adult education grant funding in Harper's district.

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. From execution through and including June 30, 2029: two designees from ECC, two from Harper as designated by the college presidents, and one from the Partnership will constitute the voting membership of an advisory board for the Education and Work Center (the "Advisory Board"), holding meetings at least quarterly to provide advice and oversight of decision-making regarding the site's operations, finances, and offerings. Day-to-day operations of the Education and Work Center shall be the responsibility of a Senior Director employed by ECC. The Advisory Board 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 Advisory Board. In the event the advice and oversight of the Advisory Board is unable to resolve any issue before it, such matters shall be resolved by mutual agreement of the respective College presidents. 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 from July 1, 2024 through and including June 30, 2029:
    - i. One (1) full-time Senior Director  
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 Transition Coordinator  
Responsibilities include assisting with overall program coordination and providing personalized assistance to residents, including testing, intake, advising, placement, and registration.
    - iii. One (1) full-time and one (1) part-time Bilingual Office Assistant.  
Responsibilities include essential clerical and general office duties in both English and Spanish.
  - b. Any changes to job descriptions for above employees will be jointly developed and approved by ECC and Harper, following ECC's hiring procedures and practices. At least one representative from Harper will serve on the hiring committees for all five positions but individuals hired to fill such positions shall be exclusively under the control, direction, and supervision of ECC as ECC employees. Accordingly, ECC shall be responsible for the payment of all wages, compensation, and other benefits to

such employees and fulfilling other obligations of an employer with respect to such employees.

4. Programs and Services.

- a. ECC and Harper will coordinate the delivery of adult education classes. Courses may include any of the adult education courses approved by the ICCB and may change each semester, based upon local demand.
  - i. Harper will offer ESL and HSE programming in English during morning hours. ECC will offer ESL as well as HSE in English and Spanish during evening hours. This arrangement will be revisited, as necessary, to discuss any changes in programming needs.
- b. ECC and Harper will continue to explore and may expand programming options, potentially including both credit and non-credit courses. The Colleges will jointly identify programming to be offered by each College and will be responsible for separately applying for any necessary Higher Learning Commission approvals. If requested, each College agrees to exert reasonable efforts to assist the other in such applications for approval from the Higher Learning Commission.
- c. Prioritization of programming in regard to space and computer access at the EWC will be guided by the EWC mission and by the Joint Advisory Board.
- d. Final decisions regarding internal processes will be made by the Senior Director of EWC.
- e. Hours of operation:  
Monday-Thursday, 8:00 a.m. - 9:00 p.m.; Friday 8:00 a.m. - 5:00 p.m.  
\*Note that the Education and Work Center will follow ECC's holidays and breaks, including Friday closings during the summer months, in accordance with ECC's calendar.

ARTICLE II  
OPERATIONS AND COSTS

1. 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, accounting for all funds received in support of the Education and Work Center and keeping the books and records for all operations, excluding personnel under the control and supervision of Harper or the Illinois WorkNet Center. The Colleges shall develop and execute a joint marketing plan.
- b. The Education and Work Center is budgeted on an annual basis and funded for a one (1) year period until June 30, 2025 by ECC and Harper. Both ECC and Harper pledge to annually bring the budget for funding of the Education and Work Center to their respective Boards through June 30, 2029, subject to current funding conditions.

- c. Overall, operational costs for elements specified in Attachment I may not exceed the annual total identified therein, although line item expenditures may vary subject to any applicable state and federal laws or regulations governing the use and expenditure of grant funds or any requirements imposed by third parties providing nongovernmental grant funding. The Parties acknowledge that the costs listed in the annual budget are estimated as listed in Attachment I. The Senior Director may shift funds between the line items associated with each category provided that the total budget is not exceeded and such practice is in accordance with any applicable state or federal laws and regulations governing the use and expenditure of grant funds or any requirements imposed by third parties providing nongovernmental funding. In the event an unexpected expense is identified, deemed necessary to be incurred to operate the EWC, and exceeds the previously agreed upon budget, the budget modification will be mutually agreed upon between Harper and ECC. If any assets are purchased through this budget modification, asset ownership will be determined as part of the modification discussion and must be consistent with applicable state and federal regulations relating to the expenditure of grant funds.
- d. All costs included within Attachment I will be borne by Harper and ECC as follows:
- i. All shared costs for operations of the Education and Work Center will be shared equally by Harper and ECC, with ECC billing for operations at 50/50 (as is the current process). Any additional funding allocation or grants received will be applied toward shared operating costs until that funding is exhausted, if consistent with any limitations placed on the use of such funding allocations or grant funds. The remainder of the operating expenses will be shared equally by ECC and Harper in accordance with Attachment I or as otherwise specified herein.
  - ii. ECC's foundation may seek grants to support the EWC, and any potential grant request will be brought to the EWC Advisory Board for discussion, agreement and implementation.  
When a grant is obtained by Harper for the benefit of the EWC in Hanover Park, ECC assigns the grant its own chart of accounts to track revenues and expenses separately for the grant and shall agree to enter into a written agreement with Harper and the source of such grant funding, if requested. When expenses are paid related to the grant, the expense is coded directly to that grant's specific chart of accounts at ECC. A separate budget and actual expenses are maintained for the grant along with the operating departments for the EWC in Fund 01 and Fund 02 at ECC. Depending on the grant budget, costs are allocated accordingly to the specific account number. If the grant is issued to Harper with the intention to fund the EWC in Hanover Park, ECC sends Harper a monthly invoice for the expenses incurred for the EWC grant. Harper reimburses ECC for the expenses incurred within thirty (30) days after invoiced. Harper files all required grant reports for grants that were issued to Harper on behalf of the EWC. Harper consults with ECC and the EWC to develop a budget that would be beneficial to the EWC. The grants are meant to reduce the support coming from ECC's and Harper's operating budgets, and ECC and Harper agree to work in good faith in exchanging any necessary



information required to ensure proper administration and expenditure of any grant funds received.

- iii. Should Harper and ECC offer Career and Technical Education (CTE), Continuing Education (CE), and/or credit and non-credit programming at the EWC (pending any required ICCB and Higher Learning Commission approval), each College:
  1. will be responsible for the cost of delivering their own programming at the EWC;
  2. will retain all fees and revenue generated from their own program offerings; and
  3. report any enrollment and revenue each semester to the advisory council.
- e. The Partnership will not be required to pay rent or utilities; however, the Partnership will provide staffing to operate the on-site Illinois WorkNet Center and financially support computer purchases and maintenance for the Illinois WorkNet Center area.
- f. Furnishings, fixtures, equipment and miscellaneous personal property acquired solely by one party for use in its programs shall remain the property of that party in the Event of Termination.

### ARTICLE III MISCELLANEOUS

1. Term of IGA. This IGA shall become effective on July 1, 2024 and expire automatically on June 30, 2029 unless earlier terminated or extended by mutual consent of ECC and Harper.
2. Entire Agreement. This IGA constitutes the entire agreement between the Colleges concerning the subject matter hereof and supersedes all prior IGAs between the Colleges relating to such subject matter. This IGA may only be amended by the subsequent written agreement of all Parties.
3. 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 provision of this IGA.
4. Mutual Cooperation. Each party shall extend such cooperation necessary to effectuate the intent and terms of this IGA.
5. 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 to either 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.

6. 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 of this IGA.
7. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this IGA, it shall not be necessary to produce an account for more than one such counterpart.
8. Headings. Headings of the Sections of this IGA are for the convenience of the Parties only and shall be given no substantive or interpretive effect whatsoever.
9. Severability. Each section, clause, provision or part of this IGA shall be severable from each other, and, if for any reason any section, clause, or provision or part is illegal, invalid, unenforceable, or inoperative, such illegal, invalid, unenforceable or inoperative provision shall not prejudice or in any way affect the validity or enforceability of any other section, clause, provision or part hereof. It is the intention of this IGA that if any provision herein is found to be illegal, invalid, unenforceable, or imperative as written, such provision be construed or modified so as to be valid and enforceable to the fullest extent possible. In lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this IGA, a provision similar in terms of such illegal, invalid, unenforceable, or inoperative provision as may be possible and as shall be legal, valid, enforceable and operative.
10. Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this IGA and that it has not been written solely by counsel for one party. The Parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this IGA to favor any party against another.
11. Notices. Notices under this IGA shall be delivered to:  
Elgin Community College:  
Board of Trustees of Community College District No. 509  
Attn: College President  
1700 Spartan Drive, Building B235.00  
Elgin, IL 60123

With a copy to:  
Respicio Vazquez, General Counsel  
1700 Spartan Drive, Building B235.08  
Elgin, IL 60123

William Rainey Harper College:  
Board of Trustees of Community College District No. 512  
Attn: College President  
1200 W. Algonquin Rd.  
Palatine, IL 60067

With a copy to:  
Robbins Schwartz  
Attn: Christopher Gorman  
Robbins Schwartz  
55 W. Monroe Street, Ste. 800  
Chicago, IL 60603

Chicago Cook Workforce Partnership:  
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 as set forth below.

COMMUNITY COLLEGE DISTRICT NO. 509

\_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

\_\_\_\_\_ (Print name)

President \_\_\_\_\_ (Title)

ATTEST:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

COMMUNITY COLLEGE DISTRICT NO. 512

\_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

\_\_\_\_\_ (Print name)

President \_\_\_\_\_ (Title)

ATTEST:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

CHICAGO COOK WORKFORCE PARTNERSHIP

An Illinois not- for-profit corporation

\_\_\_\_\_ (Signature) Dated: \_\_\_\_\_

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Title)

**ATTACHMENT I**  
**PROPOSED BUDGETS FY25-FY29<sup>1</sup>**

[FY25 Budget is attached. Proposed FY26-29 Budgets will be inserted here pursuant to Article II, 1(b) of this Agreement.]

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<sup>1</sup> This is a proposed budget that is estimated and subject to the 6th Lease Extension to the related Lease for Retail Space – Hanover Park dated and/or executed on March 12, 2014 (“Lease Extension”) which contain provisions related to the Minimum Annual Rent and the Tentative Annual Additional Rent Increases Subject to State Funding. The Lease Extension is herein incorporated to this IGA and any State funding Increases and rental Increases will be adhered to and this proposed budget will be amended to comply with the provisions of such Lease Extension.

		EWC
		FY25 Budget
Account	Description	
512010	Prof. FT	72,232
512020	Prof. PT	50,942
512030	Prof.PT temp	
512040	Overtime	
513041	Adm/SSECCA	
514010	Mgr.FT	90,345
514020	Mgr. PT	
514040	Overtime	
516010	Clerical FT	37,771
516020	Clerical PT	43,092
516030	Clerical - Temp	
516040	Overtime	
517020	Cust/Maint	13,291
518010	Inst.Work St.	
519000	Other Sal.	
521000	Benefits	
521010	Medical	67,853
521020	Dental	3,433
521030	Vision	
521040	Life	1,703
529000	Other Ben.	
532000	Consulting	
539000	Contr. Serv.	9,000
541010	Off. Sup.	6,500
541020	Instr. Sup.	9,000
541040	Maintenance Sup.	
541090	Other Sup.	4,000
542000	Printing	4,000
544020	Software	1,200
544030	Postage	
546000	Pub.&Dues	500
547000	Advertising	5,000
551000	Conf./Mtg.	5,000
552000	Travel/In St.	2,500
553000	Travel/Out	
559000	Other Conf.	1,500
561000	RentalFacil.	171,133
567000	Property & Casualty Insurance	
571000	Gas	2,900
573000	Electricity	11,500
574000	Water/Sewage	
575000	Telephone	6,600
576000	Telecommunications	9,500
577000	Refuse Disposal	1,600
579000	Other Utilities	2,600
585000	Off. Equip.	
586000	Instr. Equip.	
592000	Student Grants	
592004	Uniforms	
592005	Transportation	
595000	Indirect Cost	
592005	Student Transp.	
599000	Other	11,305
<b>TOTALS</b>		<b>\$646,000</b>

## RATIFICATION OF THE HANOVER SQUARE SHOPPING CENTER LEASE

### Recommendation

The administration recommends that the Board of Trustees ratify the authority to the administration to execute a sixty (60) month lease agreement for space in the Hanover Square Shopping Center, where the Education and Work Center (EWC) is located. The term of the lease will be from July 1, 2024 through June 30, 2029 in the following amounts:

Lease Year	Annual Rent (subject to receipt of grant funds)
July 1, 2024 to June 30, 2025	\$171,133.13
July 1, 2025 to June 30, 2026	\$175,967.12
July 1, 2026 to June 30, 2027	\$180,946.13
July 1, 2027 to June 30, 2028	\$186,074.51
July 1, 2028 to June 30, 2029	\$191,356.74

The annual rent amounts listed above reflect the sustained Grant funding levels expected by the Colleges. The annual rent for each lease year shall be in the amounts set forth in the table above payable in equal monthly installments on the first of each month, provided all Grant funds appropriated for each lease year have been remitted by the State and received by the College. In any lease year that Grant funds appropriated for use during such year have not been remitted by the State and received by the College, the College shall pay no less than \$10,000.00 per month until such time as Grant funds appropriated for use during the lease year are received by the College, after which the remaining annual rent to be paid by the College for the lease year shall be paid equally over its remaining term.



Dr. David Sam, President

### Background

In March 2014, Board Action No. 120-A-14 was approved to execute a lease for space in the Hanover Square Shopping Center, and five (5) additional lease extensions have been approved by the Board of Trustees. Administration is recommending the approval of a sixty (60) month extension of the lease.

During the period of this sixty (60) month lease agreement, there may be rent decreases subject to funding from the State and State appropriations as well as other funding conditions that may reduce or eliminate such State funding. However, in no event shall any decrease in grant funds received by the College result in an annual rent of less than \$120,000 per year, payable in equal monthly installments of \$10,000 per month.

The Education and Work Center (EWC) is a collaborative partnership, undertaken by means of an Intergovernmental Agreement (IGA) between Community College District No. 509 (Elgin Community College), Community College District No. 512 (William Rainer Harper College), and the Chicago Cook Workforce Partnership. On December 15, 2023, the Village of Hanover Park sold the property where the EWC is located. As a result of the sale, the Village of Hanover Park is no longer a party to this IGA. Further, the new owner of the property is Siainc, LLC, which is a private sector, non-government entity.

The space is a store front of approximately 10,000 square feet, containing five classrooms (four traditional SMART classrooms and one computerized classroom). The goal of the EWC is to improve the lives of residents of Hanover Park and surrounding communities through the provision of adult basic skills instruction and job search and career readiness assistance. More than 750 students were enrolled in Adult Education classes, including English as a Second Language (ESL), High School Diploma (HSD) preparation and computer/employment skills classes this year. In addition, more than 900 clients have accessed the on-site Illinois workNet® Center for core employment services such as job search assistance, resume help, computer tutoring, and WIOA intensive career advising/special services.

Staff Contacts:           Dr. Peggy Heinrich, Vice President of Teaching, Learning, & Student  
                                  Development, 847-214-7635  
                                  Mr. Respicio Vazquez, General Counsel, 847-214-7760



## 6th LEASE EXTENSION FOR RETAIL SPACE

This 6th lease extension and amendment to the lease for retail space between SIAINC, LLC (Landlord) and Elgin Community College District 509 (“ECC” and/or “Tenant”), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024:

### RECITALS

On March 12, 2014, the Village of Hanover Park leased to ECC certain property interests at 6704 Barrington Road in Village’s real property located at the Village’s shopping center property on Barrington Road, a copy of said lease, entitled “Lease for Retail Space” is attached.

On May 3, 2017, the Village of Hanover Park extended said lease to ECC, a copy of said lease extension, entitled “LEASE EXTENSION FOR RETAIL SPACE” is also attached.

On June 26, 2018, the Village of Hanover Park extended said lease to ECC, a copy of said lease extension, entitled “2<sup>nd</sup> LEASE EXTENSION FOR RETAIL SPACE” is also attached.

On June 18, 2020, the Village of Hanover Park extended said lease to ECC, a copy of said lease extension, entitled “3<sup>rd</sup> LEASE EXTENSION FOR RETAIL SPACE” is also attached.

On February 3, 2022, the Village of Hanover Park extended said lease to ECC, a copy of said lease extension, entitled “4<sup>th</sup> LEASE EXTENSION FOR RETAIL SPACE” is also attached.

On May 9, 2023, the Village of Hanover Park extended said lease to ECC, a copy of said lease extension, entitled “5<sup>th</sup> LEASE EXTENSION FOR RETAIL SPACE” is also attached.

The 5<sup>th</sup> lease extension for retail space will expire on June 30, 2024, and ECC has requested a further extension of said lease from the new owner SAINIC, LLC, who purchased the property on December 15, 2023.

### AGREEMENT

It is agreed by SIAINC, LLC, (Landlord) and Elgin Community College District 509 (ECC or Tenant), (hereinafter collectively known as Parties) that the lease and the lease extension (collectively “Lease”) for retail space both attached hereto and made a part hereof are amended as to Article 1 and Article 3, so that said Articles read as follows:

\* \* \* \* \*

**ARTICLE 1. REFERENCE PROVISIONS.** Reference provisions in this Article 1 serve only as an outline of key terms of this Lease. In the event of any conflict between these reference provisions and provisions of any other Articles of this Lease, the latter provisions shall control.

- a) **Term [see Article 3]:** The Lease Term shall be for a period of fifteen (15) years and one (1) month. Tenancy (term) shall commence on the later of the 1st day of June 2014 or the date on which the Tenant is given possession and ending June 30, 2029.
- b) **Leased Premises [see Article 2]:** Approx. 10,000 square feet in the Hanover Square Shopping Center at 6704 Barrington Road in Hanover Park, Illinois

LEGAL DESCRIPTION (See Exhibit 1)

**c1) Minimum Annual Rent [see Article 4(a)]:**

The Parties acknowledge that the Tenant, in partnership with Harper College, (collectively, the “Colleges”) has received financial support through a grant from the State of Illinois (“State”) through the Illinois Department of Commerce and Economic Opportunity (“Grant”) which Grant is subject to appropriation and disbursement. If this Grant with the same terms and conditions for the same purpose for use at the Illinois Public Community College and WorkNet Satellite Center is transferred to a successor State agency or other State agency, the Tenant and the Colleges will continue to use the Grant as stated herein.

The Parties further acknowledge that previous extensions of the Lease for Retail Space entitled Landlord to Base Rent in the annual amount of \$120,000.00 and Additional Annual Rent payments conditioned on the Colleges’ receipt of Annual Grant Fund Increases, as defined therein. Further, the Colleges’ receipt of Grant funds, including the Annual Grant Fund Increases, during such extensions has remained unchanged, such that the Landlord has been entitled to payment of both the annual Base Rent and Additional Annual Rent, and the Parties do not anticipate a decrease in current funding levels.

Accordingly, so that the terms of this 6th Extension Lease for Retail Space, effective July 1, 2024 to June 30, 2029, reflect the sustained Grant funding levels expected by the Colleges, the annual rent for each lease year shall be in the amounts set forth in the table below payable in equal monthly installments on the first of each month, provided all Grant funds appropriated for each lease year have been remitted by the State and received by Tenant. In any lease year that Grant funds appropriated for use during such year have not been remitted by the State and received by Tenant, Tenant shall pay no less than \$10,000.00 per month until such time as Grant funds appropriated for use during the lease year are received by Tenant, after which the remaining annual rent to be paid by Tenant for the lease year shall be paid equally over its remaining term.

<b>Lease Year</b>	<b>Annual Rent</b>
<b>July 1, 2024 to June 30, 2025</b>	\$171,133.13
<b>July 1, 2025 to June 30, 2026</b>	\$175,967.12
<b>July 1, 2026 to June 30, 2027</b>	\$180,946.13
<b>July 1, 2027 to June 30, 2028</b>	\$186,074.51
<b>July 1, 2028 to June 30, 2029</b>	\$191,356.74

- c2) **Tentative Annual Additional Rent Decreases Subject to State Funding:** For the period starting on July 1, 2024, there may be rent decreases subject to the following:

- i. The Parties acknowledge that the Grant described in Section c1 above is subject to funding from the State and State appropriations as well as other funding conditions that may reduce or eliminate such State funding.
  - ii. The Parties acknowledge that the Grant is funded as a reimbursement grant for which Tenant or one or both of the Colleges must submit related expenses pursuant to the Grant terms and conditions. If the reimbursement request is granted, the State will pay Tenant or one or more of the Colleges after one or more of the Colleges incurs and submits evidence of such expenses to the State. Thereafter, the State may reimburse Tenant within a period which is discretionary by the State and outside of the Colleges' control.
  - iii. The Parties further acknowledge that the amount of such Grant funding may be reduced during the term of this 6th Lease Extension for Retail Space, and that such reduction is outside the control of the Parties. In the event of a decrease in Grant funding received by the Colleges, the Minimum Annual Rent set forth in Section (c)(1) above shall be reduced in proportion to the percentage decrease in Grant funds received by the Colleges during the lease year. However, in no event shall any decrease in Grant funds received by the Colleges result in an annual rent of less than \$120,000 per year, payable in equal monthly installments of \$10,000 per month.
- d) Use [see Article 10]:** Tenant's primary business will be the operation of an Illinois Public Community College and WorkNet Satellite Center.
- e) Security Deposit [see Article 28]:** NONE.
- f) Notice Address:**

<i>TO LANDLORD:</i>	<i>TO TENANT:</i>
Siainc, LLC c/o Entre Property Management LLC, 3550 Salt Creek Lane, Suite 104 Arlington Heights, IL 60005 847-310-4295	Elgin Community College District 509 Attn: Kimberly Wagner, Vice President 1700 Spartan Drive Elgin, IL 60123-7183
Attn: Karen E. Tietz Tietz Law Firm 2445 Dean Street Suite D1 St. Charles, IL 60175	Attn: Respicio Vazquez General Counsel Elgin Community College 1700 Spartan Drive, Suite B235.08 Elgin, IL 60123-7183

**g1) Article 3 of the Lease for Retail Space shall be deleted in its entirety and replaced with the following:**

**ARTICLE 3. TERM.** The term of this Lease shall be for fifteen (15) years and one (1) month commencing on the later of the 1st day of June 2014 or the date on which the Tenant is given possession and ending on June 30, 2029. The expression "Lease Term" used herein shall mean the term of this Lease specified in this paragraph.

**g2) The following shall be inserted in the Lease for Retail Space as Article 29:**

## ARTICLE 29. TENANT'S RIGHTS

- a) **Notice of Offer and Sale.** If the Landlord receives a bona fide offer from a third party to purchase the Leased Premises, then the Landlord shall promptly provide written notice of such offer ("Notice of Sale") and the identity of offeror to the Tenant. The Notice of Sale must include an executed duplicate of the third-party purchase agreement.
- b) **Purchase of Leased Premises.** In the event of a sale of the Leased Premises, the Parties acknowledge and agree that all covenants, promises, rights and obligations contained in the Lease shall survive any such sale and continue in full force and effect against the purchaser and their successor or assignee. Landlord shall disclose the existence of such Lease in writing to any potential purchaser and, upon sale of the Leased Premises, ensure that such purchase is fully informed as to the covenants, promises, rights and obligations. Tenant and Landlord shall work in good faith and reasonably cooperate in connection with any potential sale of the Leased Premises.
- c) **Early Termination by Landlord.** In the event of an early termination of the Lease by Landlord, Landlord shall pay all reasonable expenses incurred by the Tenants arising as a result of the termination of the Lease.
- d) **Tenant's Self Help.** If Landlord or their successor (collectively the "Landlord" for purposes of subsections (c) and (d) of this Article) shall default in the performance or observance of any obligation or condition in this Lease to be performed or observed by Landlord, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than sixty (60) days to cure, and Landlord shall not have commenced the same within sixty (60) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.
- e) **Tenant's Right to Cure Landlord's Default.** It is expressly understood that the Tenant's right to self-help shall include Landlord's failure to pay any mortgages, liens or encumbrances, the enforcement or judicial sale of which might affect the interest of Tenant hereunder, or failure, refusal or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or

encumbrances, or interest or perform said conditions, and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

- f) **Landlord's Duty to Mitigate:** In the event of any default by the Tenant, the Landlord shall have a duty to mitigate its losses, including but not limited to the duty to use reasonable commercial efforts to re-lease the Leased Premises.
- g) **Prevailing Party:** In the event of any litigation, dispute or other action arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or other action, including without limitation reasonable attorney's fees and other litigation expenses.
- h) **Expansion Clause:** The Tenant shall have right or option, but not the obligation, to lease additional space adjacent to the leased premises if such space becomes vacant prior to Tenant entering into a lease for such space with a third party.

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**EFFECTIVENESS OF 6th LEASE EXTENSION AND AMENDMENT:** All terms and conditions of the LEASE FOR RETAIL SPACE shall remain in full force and effect except as specifically modified by this 6th LEASE EXTENSION FOR RETAIL SPACE. In the event of a conflict between the terms and conditions of the LEASE FOR RETAIL SPACE with those of this 6th LEASE EXTENSION FOR RETAIL SPACE, the terms and conditions of this 6th Extension shall supersede and control.

**LANDLORD:**  
SIAINC, LLC  
Owner or Hanover Square

**Tenant:**  
ELGIN COMMUNITY COLLEGE  
DISTRICT 509

By: \_\_\_\_\_

By: \_\_\_\_\_

Jim Haran  
Property Manager

Dr. David Sam  
President

**REVISIONS TO THE  
FULL-TIME FACULTY DEVELOPMENT HANDBOOK AND THE  
UNIT ADJUNCT I & II FACULTY DEVELOPMENT HANDBOOK**

**Recommendation**

The administration recommends that the Board of Trustees approves revisions to the Full-Time Faculty Development Handbook and the Unit Adjunct I & II Faculty Development Handbook, effective June 25, 2024.



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Dr. David Sam, President

**Background**

As part of the fall 2022 negotiations, the Elgin Community College Faculty Association (ECCFA) and the Board of Trustees agreed to review and revise the handbooks and make recommendations to the board for the current Full Time Faculty and Unit Adjunct Faculty Development Handbook on matters that concern wages, hours, terms and conditions of employment under the Illinois Educational Labor Relations Act. The changes have all been agreed upon. A draft of the handbook was provided to all trustees, under separate cover.

The committee consisted of:

Ms. Sarah Burkhart, Assistant Professor I of English as a Second Language  
Mr. Travis Linville, Professor II of Photography  
Ms. Angela Lucca, Executive Assistant, Teaching, Learning, and Student Development  
Dr. Mary Perkins, Dean of Liberal, Visual, & Performing Arts  
Dr. Tyler Roeger, Associate Dean Center of Enhancement of Teaching, Assessment, & Learning  
Dr. Manuel Salgado, Professor II of Psychology  
Ms. Marge Scheller, Human Resources Generalist  
Dr. Colleen Stribling, Professor II of ESL  
Dr. Cathy Taylor, Dean of Sustainability, Business, & Career Technologies

Staff Contact: Dr. Peggy Heinrich, Vice President for Teaching, Learning, and Student Development, 847-214-7363

**APPOINTMENT, INTERIM ASSISTANT VICE PRESIDENT, TEACHING, LEARNING AND  
STUDENT DEVELOPMENT  
Dr. Kristina Garcia**

**Recommendation**

The administration recommends that the Board of Trustees authorizes the administration to appoint Dr. Kristina Garcia as Interim Assistant Vice President, Teaching, Learning, and Student Development at a salary of \$140,250.00 (Hay position classification 20), effective July 1, 2024. Further, if Dr. Garcia is not appointed to the position of Assistant Vice President of Teaching, Learning and Student Development, Dr. Garcia will return to her position as Dean of Communications and Behavioral Science at her annual salary amount of \$121,957.00 (Hay Classification 19) prior to her appointment as Interim Assistant Vice President of Teaching, Learning and Student Development (TLSD).



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Dr. Donna Redmer, Chair

**Background**

Dr. Kristina Garcia has served as the Dean of Communications and Behavioral Sciences (CABS) since July 1, 2022. Dr. Garcia also served as the Associate Dean of CABS from July 6, 2020, until July 1, 2022. When serving as Associate Dean of CABS, Dr. Garcia co-lead ECC's Textbook and Course Materials Cost Reduction Taskforce (March 2021 - May 2022), charged with assembling recommendations for institutional practices to enhance affordability for students. She also co-lead the development, delivery, and assessment of equity-focused seminars (ECC's Equitable Tenure Support Series) for administrators and faculty serving on tenure committees.

During her time as Dean of Communications and Behavioral Sciences, Dr. Garcia has served as the administrative lead for the development and launch of the Certified Recovery Support Specialist (CRSS) program (\$1.1M Illinois Department of Human Services Grant). She also serves as the administrative lead coordinating ECC's efforts related to ECACE (Early Childhood Access Consortium for Equity) state-level requirements, supporting the upskilling of members of the incumbent early childhood workforce. Dr. Garcia currently co-leads the ESSAC Latinx Student Success and HSI Identity Strategy Team (February 2023 – Present), tasked with assembling recommendations for supporting Latinx student success and enhancing ECC's commitment to its identity as a Hispanic Serving Institution (HSI).

Dr. Garcia is an inaugural Aspen Impact Fellow with the Aspen Institute (July 2022 to Present). She also currently serves as a part-time faculty member for the ENLACE Higher Education Master's Program at Northeastern Illinois University and the Student Affairs Administration (SAA) Master's Program at University of Wisconsin-La Crosse. Her collective experiences inside and outside of the classroom, along with her work leading the ESSAC taskforce, will assist ECC in achieving its institutional goal in FY25 to expand awareness of our HSI identity within the TLSD division.

Staff Contacts: Dr. Donna Redmer, Chair of Board of Trustees, 847-214-7374  
Mr. Respicio Vazquez, General Counsel, 847-214-7760

**APPOINTMENT, INTERIM DEAN OF COMMUNICATIONS AND BEHAVIORAL  
SCIENCES**

**Mr. Justin Robertson**

**Recommendation**

The administration recommends that the Board of Trustees authorizes the administration to appoint Mr. Justin Robertson as Interim Dean of Communications and Behavioral Sciences (CABS) at a salary of \$120,601.00 (Hay position classification 19), effective July 1, 2024. Further, if Mr. Robertson is not appointed to the position of Dean of CABS, Mr. Robertson will return to his position as Associate Dean of CABS at his annual salary amount of \$104,870.00 (Hay Classification 18) prior to his appointment as Interim Dean of CABS.



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Dr. Donna Redmer, Chair

**Background**

Mr. Justin Robertson has served as the Associate Dean of Communications and Behavioral Sciences (CABS) since September 19, 2022. He serves as the Co-Chair of the ESSAC Gateway Course Completion Strategy Team, which has been developing recommendations to increase student success and reduce equity gaps in gateway math and English. He is a member of ECC's working group participating in the Partnership for College Completion's Illinois Developmental Education Equity in Action (IDEEA) Network. Mr. Robertson is ECC's representative on the Grow Your Own-IL ICCEL (Illinois Community College Educational Leadership) PLC and is ECC's Liaison for the Diverse Male Teacher Initiative Scholarship and GYO-IL's current marketing project. Additionally, he serves as a co-facilitator of Mental Health First Aid Trainings for ECC employees.

Mr. Robertson's previous and current work experiences will ensure his success as the Interim Dean of the CABS division.

Staff Contacts: Dr. Donna Redmer, Chair, Board of Trustees, 847-214-7374  
Mr. Respicio Vazquez, General Counsel, 847-214-7760