

**ILLINOIS COMMUNITY COLLEGE TITLE IX CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT**

First Effective July 1, 2021

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INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement first made as of the 1st day of July, 2021, and as subsequently amended and restated, by and among the boards of trustees of the community college districts listed on Appendix A hereto, each of which may be referred to herein as a "Member", and which collectively may be referred to as the "Members".

**W I T N E S S E T H:**

**WHEREAS**, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that community college districts and other public agencies may contract with one another to perform any activity authorized by law; and

**WHEREAS**, as postsecondary educational institutions that receive federal financial assistance, the Members are subject to Title IX of the Education Amendments of 1972 ("Title IX") (20 U.S.C. §1681 et seq.) and its implementing regulations (34 C.F.R. Part 106); and

**WHEREAS**, Section 106.45 of the Title IX regulations requires postsecondary institutions to adopt a grievance process for addressing formal complaints of sexual harassment, as that term is defined in 34 C.F.R. § 106.30; and

**WHEREAS**, pursuant to Section 106.45, a postsecondary institution's formal Title IX sexual harassment grievance process must provide for a live hearing at which each party may be accompanied by an advisor of choice, who must be permitted to cross-examine the other party and any witnesses; and

**WHEREAS**, if a party does not have an advisor present at the live hearing, the institution must provide, without fee or charge to that party, an advisor of the institution's choice to conduct cross-examination on behalf of that party; and

**WHEREAS**, the Members desire to act in cooperation with each other as the Illinois Community College Title IX Consortium to share a pool of advisors to be appointed to conduct cross-examination on behalf of parties to formal Title IX sexual harassment grievance proceedings.

**NOW, THEREFORE**, each of the Members agrees with the others as follows:

## ARTICLE I

### **Establishment and Purpose of Intergovernmental Consortium**

1.1 The Members hereby establish an intergovernmental consortium, as contemplated by the Illinois Intergovernmental Cooperation Act, which shall be known as the Illinois Community College Title IX Consortium ("Consortium").

1.2 The purpose of the Consortium is to establish a pool of Advisors to be appointed to conduct cross-examination during live Title IX sexual harassment hearings. It shall function solely to administer a program whereby Members will provide other Members with trained faculty and/or staff to act as Advisors to conduct cross-examination during live hearings, as required by Title IX. It shall also carry out such other programs and services related to Title IX compliance as may be authorized by its Board.

1.3 The Members intend that the Consortium shall be governed by a Board of Directors as established herein.

## ARTICLE II

### **Definitions**

In addition to the terms defined elsewhere in this Agreement, each of the following terms shall have the meaning set forth below:

2.1 **Advisor**

A trained individual appointed to conduct cross-examination on behalf of a party during a live Title IX sexual harassment hearing. Appropriate Advisor training will provided by the consortium to the individuals designated by each member institution.

2.2 **Agreement**

This Illinois Community College Title IX Consortium Intergovernmental Agreement, and any future amendments thereto.

2.3 Board

The Board of Directors established pursuant to Article V of this Agreement.

2.4. Borrowing Member

A Member College that utilizes employees from a Loaning College to conduct Title IX hearings, investigations, or other services permitted under this Agreement.

2.5 Chair

The Chair of the Board.

2.6 Consortium

The Illinois Community College Title IX Consortium established pursuant to the Constitution and the statutes of this State by this Intergovernmental Agreement.

2.7 Consortium Expenses

All expenses applicable to the Consortium as a whole, as set forth in Section 11.3.

2.8 Effective Date

July 1, 2021

2.9 Fiscal Year

The twelve (12) month period commencing on July 1 and ending on the following June 30.

2.10 Loaning Member

A Member College that provides its employees to a Borrowing College to conduct Title IX hearings, investigations, or other services permitted under this Agreement.

2.11 Members

Any one or more of the Illinois community college districts which have become a party to this Agreement. Appendix A to this Agreement listing the Members shall be separately amended from time to time as additional Members are admitted to, expelled from or withdrawn from the Consortium pursuant to Articles XVII, XVIII and XIX, respectively.

2.12 New Member Payment

As set forth in Section 17.2, the New Member Payment is the fee that a college must pay to become a Member, equal to a proportionate amount of Consortium Expenses from the Effective Date to the date of Board approval of the new Member.

2.13 Representative

The designated Representative(s) to the Board of each Member that is a party to this Agreement.

2.14 Secretary

The Secretary of the Board.

2.15 Vice Chair

The Vice Chair of the Board.

**ARTICLE III**

**Authority and Duties of the Consortium**

The Consortium acting by and through the Board shall have the authority and duty to accomplish the purposes set forth in Article I above, and in furtherance of such authority and duty shall have the power and discretion to:

- (a) Select agents, independent contractors, attorneys, auditors and such other persons or entities as may be necessary to administer and accomplish the purposes of the Consortium;
- (b) Carry out educational and other programs relating to Title IX compliance;

- (c) Direct the collection and payment of funds to be used for the administration of the Consortium;
- (d) Carry out such other activities as are necessarily implied or required to carry out the purposes of the Consortium specified in Article I or the specific activities enumerated in this Article III.

## **ARTICLE IV**

### **Term of the Consortium**

The Consortium shall have an initial term of five (5) years commencing on July 1, 2020. After the initial term the Consortium shall continue for additional consecutive five (5) year terms, unless the Consortium is terminated, or the Board takes action by a two-thirds (2/3) vote to extend the Consortium for a different term. The length of the term of the Consortium shall not affect any Member's right to withdraw from the Consortium pursuant to the procedure set forth in this Agreement.

## **ARTICLE V**

### **Board of Directors**

5.1 The Consortium shall be managed by its Board, pursuant to directions from the Members and the terms of this Agreement. The Board shall consist of one Representative from each Member to be designated by such Member. Each Member shall appoint its Representative in an email or in a letter on that Member's letterhead and addressed to the Chair and Consortium legal counsel, listing the name or position title of the Representative to the Board and an alternate representative who may serve on occasions when a Representative is unavailable or unable to serve. Appointment of a successor Representative or alternate representative shall be made by the Member to the Chair as needed from time to time.

5.2 The Board shall carry out the purposes and duties of the Consortium, as set forth in this Agreement including, but not limited to, the following:

- (a) recommending changes in policy to the Members;
- (b) selecting agents and independent contractors to act for the Consortium;
- (c) recommending the compensation for all such agents and independent contractors;
- (d) approving educational and other programs relating to Title IX compliance;
- (e) approving and paying any and all expenses for the operation of the Consortium;
- (f) such other activities as are necessarily implied or required to carry out the purposes of the Consortium.

5.3 No one serving as a voting Representative on the Board shall receive any salary or other payment from the Consortium. Any salary, compensation, payment or expenses for such Representative shall be paid by each Member separate from this Agreement. Further, notwithstanding the above, the Chair or any other officer of the Board may submit to the Board for approval, and be reimbursed for, actual expenses incurred in performing the responsibilities as an officer of the Board. Reimbursement for such expenses shall include amounts advanced on behalf of the Consortium either by the officer or by a Member, and shall be in accordance with procedures and policies established by the Board consistent with the terms of this Agreement.

## **ARTICLE VI**

### **Meetings of Consortium Board of Directors**

6.1 By or before the last scheduled meeting of each Fiscal Year, the Board shall elect one of the Representatives to serve as Chair, another one of the Representatives to serve as Vice Chair, and another of the Representatives to serve as Secretary for the next Fiscal Year. The Board may from time to time establish other offices and may elect a Representative to serve in any such offices. The Board may fill any vacancies which may occur in such offices until the end of the current term.



6.2 Regular meetings of the Board shall be held as often as necessary to carry out the purpose of the Consortium but no less than one (1) time in each Fiscal Year. Special meetings of the Board may be called by the Chair, or by any three Representatives. Any item of business may be considered at a regular or special meeting; provided, however, that the Board may take action at a meeting only with respect to matters which have been listed for possible action on the agenda for such meeting.

6.3 Three (3) days' written notice of regular or special meetings of the Board shall be given to each Representative, and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. Any Representative providing timely notice shall have the right to have included in the agenda matters which said Representative desires to bring before the Board. The Board Chair or designee shall prepare the meeting agenda.

6.4 The time, date and location of regular meetings of the Board shall be determined by the Board.

6.5 Each Representative shall be entitled to one vote on all matters before the Board, except as otherwise stated in this paragraph. No proxy votes or absentee votes shall be permitted. All voting shall be conducted in public and in accordance with the rules of procedure established pursuant to Section 6.7 of this Agreement. The voting rights of a Member which has given notice of its intended withdrawal from the Consortium shall be subject to the limitation set out in Section 19.2 of this Agreement.

6.6 A quorum shall consist of a majority of the Representatives. Except as otherwise provided in this Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.7 The Board may establish rules governing its own conduct and procedure, to the extent not contrary to this Agreement, and such rules shall govern all meetings of the Board.

6.8 Minutes of all regular and special meetings of the Board shall be taken by the Secretary or the Secretary's designee and shall be sent to the Representative(s) of each Member.

## **ARTICLE VII**

### **Consortium Officers**

7.1 Officers of the Consortium shall consist of the Chair, the Vice Chair, and the Secretary, and such other offices as are established from time to time by the Board. In the event the Board collects assessments or other amounts from the Members, or opens an operating account, the Board shall elect a treasurer who shall be responsible for managing the Consortium's financial matters. All officers shall be elected by the Board and shall be entitled to vote on all matters that come before the Board in their same capacity as a Representative.

7.2 The Chair shall:

- (a) Preside at all meetings of the Board;
- (b) Request information from any officer of the Board or any employee or independent contractor of the Consortium, as is necessary;
- (c) Make recommendations regarding policy decisions, the creation of other Consortium offices and the employment of agents and independent contractors;
- (d) Appoint Advisors to conduct cross-examination at live Title IX sexual harassment hearings, pursuant to Procedures established by the Board; and
- (e) Have such other powers as are set forth in this Agreement and such other powers as may be given from time to time by action of the Board.

7.3 In the absence of the Chair or in the event of the inability or refusal of the Chair to act, the Vice Chair shall perform the duties of the Chair and, when so acting, shall have all of the powers and be subject to all the restrictions upon the Chair.

7.4 The Secretary shall:

- (a) Record all proceedings of the Board and supply minutes to all Members;
- (b) Keep and maintain all permanent records of the Consortium;
- (c) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned.

7.5 The Board may from time to time establish other offices of the Board and may elect a member of the Board to serve in any such offices. Except as provided elsewhere in this Agreement, the Board shall fill any vacancies which may occur in such offices for the remainder of the term. The Board may remove the Chair, Vice Chair, or Secretary for failure or refusal to comply with this Agreement or the lawful directions of the Board, or action detrimental to the interests of the Consortium, by a two-thirds (2/3) vote of all Board members.

## **ARTICLE VIII**

### **Executive Committee**

8.1. There shall be established by the Board an Executive Committee which shall consist of the Chair, the Vice Chair, and the Secretary of the Board.

8.2 The Board may assign advisory tasks to the Executive Committee as approved by majority vote of the Board. The Board may by two-thirds (2/3) vote specifically accord to the Executive Committee the authority to take any action granted to the Board in this Agreement, except for amendment of this Agreement, approval and amendment of the budget, admission of new members and expulsion of Members.

## **ARTICLE IX**

### **Appointment and Duties of Advisors**

9.1 Appointment of Advisor. Upon request by a Borrowing Member, the Chair shall appoint an Advisor and notify the Lending Member of the appointment pursuant to procedures established by the Board (“Advisor Procedures”).

9.2 Advisor Duties. An Advisor’s duties shall include:

(a) Making initial contact with the party to whom the Advisor is assigned within such timeframe as may be established pursuant to the Advisor Procedures;

(b) Attending the live hearing and conducting cross-examination of the opposing party and any witnesses; and

(c) Any other duties that are required pursuant to the Advisor Procedures.

## ARTICLE X

### **FERPA and Confidentiality of Education Records**

In performing their respective obligations outlined in this Agreement, the Members and their employees may receive or gain access to education records pertaining to students enrolled at a Borrowing Member. The Members agree that they will comply with all applicable laws and regulations relating to the confidentiality of education records and personally identifiable information (“student PII”) contained therein, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g. With respect to the education records and student PII that a Member may receive from a Borrowing Member under this Agreement, the Borrowing Member designates that Member as a “school official” with legitimate educational interest in said education records and student PII. As a school official, the Member agrees to be under the direct control of the Borrowing Member whose education records and student PII the Member receives with respect to the use and maintenance of such education records and student PII. Each Member agrees that any education records or student PII that the

Member or its employees may receive in connection with performing the Member's obligations under this Agreement are confidential and may be used only for the purposes for which the disclosure was made. Each Member agrees that it will not re-disclose education records or student PII to any third party, except as directed or permitted by the Borrowing Member or this Agreement, or as required by law.

## ARTICLE XI

### **Consortium Costs and Funding Requirements**

11.1 Advisor Costs. A Borrowing Member that uses the employees of a Loaning Member to act as an Advisor or other role for purposes of conducting a Title IX investigation and/or hearing shall compensate the Borrowing Member as follows:

- (a) Reimbursable Expenses. The Borrowing Member shall reimburse the Loaning Member for any reasonable expenses incurred by its employee in travelling to the Borrowing Member's campus for a hearing or investigation, including travel costs (mileage, automobile rental, tolls, etc.), meals, lodging, and any other reasonable expenses. Reimbursements for meals and lodging shall be in the amount of the Loaning Employee's actual costs, as supported and documented in accordance with Section 11.1(b), but shall not exceed the per diem rates established by the U.S General Services Administration ("GSA") (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).
- (b) Invoices. The Loaning Member shall issue an invoice to the Borrowing Member for the Advisor Costs set forth in this Section 11.1 within sixty (60) days of the Advisor services and applicable travel. The invoice shall be submitted with sufficient documentation to support the invoice, including time sheets for the Loaning Member's employee's services, mileage calculations, receipts for meals and lodging, and GSA per diem rates, if applicable.

11.2 Other Loaned Employees

In the event the Consortium expands its services involving employee sharing, including but not limited to having employees from a Loaning Member serve as investigators or hearing officers for a Borrowing Member, the Borrowing Member shall compensate such the Loaning Member in the same manner as set forth in Section 11.1.

### 11.3 Consortium Expenses

Consortium Expenses, including but not limited to expenses for independent contractors, legal counsel, in-service trainings, and similar costs and expenses shall be shared equally between the Members. The Chair shall obtain the Board's approval before incurring any expenses exceeding \$500.00 per member or some other amount as approved by the Board.

Consortium Expenses may be incurred and paid as follows:

- (a) The Chair may authorize a Member or multiple Members to pay a Consortium Expense in its entirety, and then have said Member(s) issue invoices or requests for reimbursement to the other Members that did not pay the Consortium Expense directly in their proportionate share. The Member(s) that pays the Consortium Expense shall issue invoices or requests for reimbursement within sixty (60) days of paying the Consortium Expense, and shall attach sufficient backup information to support the payment, including the total amount paid and the amount of the Members' proportionate shares.
- (b) The Chair may issue invoices or requests for payment from each Member and collect said payments before incurring the Consortium Expense. The Chair should support all invoices and requests for payment with the vendor's quote or estimate for the total cost, along with the Members' proportionate shares of said Consortium Expense. Upon receiving all payments, the Chair can issue payment directly to the vendor. If the Consortium does not pay the Consortium Expense or is left with a surplus, the Chair shall issue reimbursements to the Members unless otherwise directed by the Board.
- (c) Upon approval from the Board, the Chair may open a checking account with a bank or other financial institution to use as an operating account for the Consortium. In the event the Consortium opens an account under this section, the Board will elect a treasurer to manage the Consortium's financial account and obligations, and to report to the Members on the Consortium's financial condition.
- (d) The Consortium shall only have the ability to require annual assessments for Members if approved by the Board.
- (e) The Chair and Secretary shall keep records of all Consortium Expenses from the Effective Date onward.

### 11.4 Fiscal Agent

The Board may enter into an agreement with a third-party to act as a fiscal agent for the Consortium and manage Consortium Expenses, including but not limited to paying Consortium Expenses, invoicing Members for Consortium Expenses, collecting and depositing reimbursements from Members, and accounting for Consortium Expenses and Members' payments of the same. The fiscal agent may also collect and account for New Member Payments as required by Section 17.2. In the event the Consortium opens an operating account, the Consortium may require the fiscal agent to fulfill the obligations of a treasurer as set forth in Sections 7.1 and 11.3(c) in lieu of electing a separate treasurer.

## **ARTICLE XII**

### **Matters Requiring Approval by Supermajority Vote**

The following matters shall require the approval of two-thirds (2/3) of all Representatives on the Board who are not subject to the limitation on voting rights provided for in Section 19.2 of this Agreement:

- (a) Amendments to this Agreement;
- (b) The expulsion of a Member from the Consortium;
- (c) The addition of a Member to the Consortium;
- (d) Termination of the Consortium.

## **ARTICLE XIII**

### **Obligations of Members**

The obligations of each Member shall be as follows:

- (a) To pay promptly all Advisor costs and Consortium Expenses at such times and in such amounts as required by Section 11 of this Agreement;
- (b) To select promptly a Representative to serve on the Board and any successors to such Representatives;
- (c) To designate at least one (1) employee to serve as an Advisor for other Members upon appointment by the Chair.
- (d) To cooperate fully with the other Members and any agent, officer or independent contractor of the Consortium in any matter relating to the purpose and powers of the Consortium;
- (e) To act promptly on all matters requiring approval by the Members and refrain from withholding such approval unreasonably or arbitrarily;

- (f) To take no action inconsistent with this Agreement.

## **ARTICLE XIV**

### **Liability of Board or Officers**

14.1 The Representatives and the officers of the Consortium shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent or independent contractor selected with reasonable care. No Representative or officer shall be liable for any action taken or omitted by any other Representative or officer. No Representative shall be required to give a bond or other security to guarantee the faithful performance of the Representative's duties hereunder except as required by this Agreement or by law.

14.2 All Representatives and officers of the Consortium shall, whenever such Representative and/or officer takes action on behalf of the Consortium either directly or indirectly, or who fails to take any such action, be deemed to be acting in such Representative and/or officer's official capacity not only as a Representative of the Consortium, but also in such Representative and/or officer's official capacity in the Member which designated the person as its Representative to the Board. Each Member shall fully indemnify any Representative and/or officer of the Consortium which represents such Member to the full extent provided under Section 3-29 of the Illinois Public Community College Act (110 ILCS 805/3-29) and all other applicable laws.

## **ARTICLE XV**

### **Contractual Obligation**



15.1 The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Consortium itself or by any Member. The consideration for the duties imposed upon the Members by this Agreement is based upon their mutual promises and agreements set forth herein and the advantages gained by the Members through the ability to appoint Advisors to conduct cross-examination on behalf of parties to formal Title IX sexual harassment grievance proceedings and reduced administrative costs for the additional Title IX related services provided by the Consortium. Except as stated in Section 15.2, no Member agrees by this Agreement to be responsible for any claims of any kind against any other Member. The Members intend in the creation of the Consortium to establish an organization for joint administration of Title IX-related matters within the scope set forth in this Agreement only and do not intend to create between the Members any relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

15.2 Each Borrowing Member agrees to indemnify, defend, and hold harmless the Loaning Member and Advisor for any third-party claims resulting from or related to the Title IX grievance process in which that specific Advisor performed services pursuant to this Agreement. The duties required by this Section 15.2 shall not apply to any claims that result from an Advisor's intentional acts or failure to satisfy the minimum Advisor Duties in Section 9.2(a) and (b).

## **ARTICLE XVI**

### **Member Employees**

16.1 The Members agree and acknowledge that the Consortium is not responsible for providing any compensation, reimbursements, liability insurance, or any other benefit to the employees of the Members. Each Member is responsible for compensation and benefits to its employees that serve as an Advisor or perform any other services under this Agreement. Each Member shall also be responsible for coordinating employee leave and other scheduling issues with its employees.

16.2 The Members shall also ensure that its employees that serve as an Advisor or perform other services under this Agreement are covered by sufficient general liability and automobile insurance coverage when performing said services.

## ARTICLE XVII

### Admission of New Members

#### 17.1 Required Vote

Upon the approval of two-thirds (2/3) of all the Representatives on the Board, any Illinois community college district may become a member of the Consortium.

#### 17.2 New Member Payment

Membership with the Consortium is contingent upon payment of a New Member Payment, in the amount of \$300.00 or such other amount as determined by the Board.

#### 17.3 Term of New Membership

The minimum term for which any new Member shall contract at the time of initial admission shall be two (2) years from the date of the admission.

## ARTICLE XVIII

### Expulsion of a Member

18.1 By the vote of two-thirds (2/3) of the entire membership of the Board, except for the Representative of the Member whose expulsion is being voted upon, the Board may expel any Member from the Consortium for failure to comply with the Member's obligations as defined in this Agreement or for taking any action which impairs the ability of the Consortium to carry out its purpose and power. Such expulsion shall take effect in the manner set out below.

18.2 No Member may be expelled except after notice from the Board of the alleged failure to comply with the Member's obligations under the Agreement, and after a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. Within such thirty (30) day period, the Member may request a hearing before the Board before any decision is made as to whether to recommend expulsion. The Board shall set the date for such hearing, which shall not be less than thirty (30) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Board Chair. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing as set forth in this Section shall be final when approved by the Board as specified in Article XII and shall become effective thirty (30) days following such approval.

18.3 After expulsion, the former Member shall continue to be fully liable for any payments due to the Consortium or any Member prior to the expulsion, and any other unfulfilled obligation incurred in consequence of membership, as if it were still a Member of the Consortium.

## **ARTICLE XIX**

### **Withdrawal from the Consortium**

19.1 No Member shall have the right to withdraw from the Consortium during the two (2) year period immediately following its admission to the Consortium. Following the initial two (2) year period, a Member may withdraw at the end of any Fiscal Year by providing written notice to the Board at least one hundred and twenty (120) days prior to the end of the Fiscal Year. The withdrawing Member shall remain responsible to make any and all payments due and owing by it to the Consortium or any other Member as of the effective date of withdrawal. The rights, duties and obligations of the Consortium with respect to a withdrawing Member, and the rights, duties and obligations of a withdrawing Member to the Consortium shall be the same as those with respect to an expelled Member as set forth in Article XVIII. If any Member, in breach of this Agreement, should seek to withdraw from the Consortium other than in the manner provided for herein, the Consortium shall, in addition to any other remedy permitted by law, have the choice of requiring the withdrawing Member to fulfill its contractual and financial obligations to the Consortium, or the Board may elect to permit the Member to withdraw from the Consortium.

19.2 A Member which has given notice of its intended withdrawal from the Consortium shall direct its Representative(s) on the Board to abstain from voting on any matters which may come before the Board prior to the effective date of the Member's withdrawal.

## **ARTICLE XX**

### **Termination of the Consortium**

The Consortium shall terminate upon the occurrence of any one of the following events:

- (a) A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Consortium is invalid or contrary to law;

- (b) The Members approve termination in accordance with Article XII, subparagraph (d).

Upon termination of the Consortium, the rights and duties of the Consortium to each Member and the rights and duties of each Member to the Consortium shall be the same as those with respect to an expelled Member.

## **ARTICLE XXI**

### **Amendment of Intergovernmental Agreement**

The Intergovernmental Agreement of the Consortium may be amended from time to time upon approval of two-thirds (2/3) of the Representatives on the Board that are then holding office.

## **ARTICLE XXII**

### **Miscellaneous**

#### **22.1 Notice**

Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Consortium: To the Chair at the Chair's business office.

If to the Members: To the address set forth in Appendix A, or to such other address as any party to this Agreement may from time to time specify in writing to the other parties and to the Consortium.

#### **22.2 Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of the Members, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind

whatsoever to any person or entity who is not a Member, or to acknowledge, establish or impose any legal duty to any third party.

22.3 Section Headings

The Section headings inserted in this agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

22.4 Validity and Savings Clause

In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

22.5 Compliance with Applicable Law


In the event of conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law.

22.6 Counterparts and Signatures

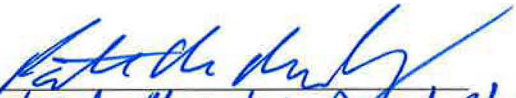
This Agreement, and any amendments thereto, may be executed in any number of counterparts which taken together shall constitute a single instrument. Facsimile signatures will be binding to the same extent as original signatures.

**IN WITNESS WHEREOF**, the Members of the Consortium approve and adopt this Intergovernmental Agreement.

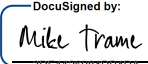
ROCK VALLEY COLLEGE

BY:   
Howard J. Spelman, President  
Date: April 27, 2021

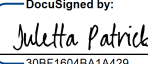
ROCK VALLEY COLLEGE

BY:   
Patrick Murphy, Board Chair  
Date: April 27, 2021

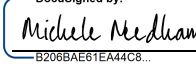
PARKLAND COLLEGE

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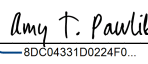
OAKTON COMMUNITY COLLEGE

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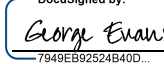
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Date: 5/25/2021, 20  

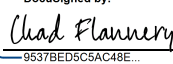
KASKASKIA COLLEGE

BY:   
DocuSigned by: George Evans  
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Date: 6/11/2021, 20  

JOHN A LOGAN COLLEGE

BY:   
DocuSigned by: Timothy Williams  
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Date: 5/26/2021, 20  

SOUTHEASTERN ILLINOIS COLLEGE

By:   
DocuSigned by: Chad Flannery  
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Date: 6/1/2021, 20  

LINCOLN LAND

BY: \_\_\_\_\_  
Date: \_\_\_\_\_, 20  

COLLEGE OF DUPAGE

By: \_\_\_\_\_  
Date: \_\_\_\_\_, 20  

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BY: \_\_\_\_\_  
Date: \_\_\_\_\_, 20  

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BY: \_\_\_\_\_  
Date: \_\_\_\_\_, 20  

[ENTER COLLEGE]

BY: \_\_\_\_\_  
Date: \_\_\_\_\_, 20

## **APPENDIX A**

Rock Valley College | 3301 N Mulford Rd, Rockford, IL 61114  
Parkland College | 2400 W Bradley Ave, Champaign, IL 61821  
Oakton Community College | 1600 Golf Rd, Des Plaines, IL 60016  
Waubensee Community College | 4S783 IL-47, Sugar Grove, IL 60554  
Kaskaskia College | 27210 College Rd, Centralia, IL 62801  
John A Logan College | 27210 College Rd, Centralia, IL 62801  
Southeastern Illinois College | 3575 College Rd, Harrisburg, IL 62946  
College of DuPage | 425 Fawell Blvd., Glen Ellyn, IL 60137  
Lincoln Land | 5250 Shepherd Rd, Springfield, IL 62703



**ILLINOIS COMMUNITY COLLEGE TITLE IX CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT**

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