

**AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE OF SERVICES
PERTAINING TO EARLY CHILDHOOD EDUCATION**

This First Amendment to the Intergovernmental Agreement for the Purchase of Services Pertaining to Early Childhood Education Programs ("IGA") is entered into on the date last written below by and among the **Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois** ("District 200"), the **Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois** ("District 97"), and the **Village of Oak Park, Cook County, Illinois** ("the Village"), collectively referred to herein as "the Parties," and individually as a "Party". District 200 and District 97 are collectively referred to herein as "the School Districts."

WITNESSETH

WHEREAS, the Parties are committed to assuring equality of educational opportunity for all their residents and to enabling all children to succeed and achieve their full potential; and

WHEREAS, in 2002-2003, all six of Oak Park's local taxing bodies joined together to initiate, support, and participate in the Collaboration for Early Childhood Care and Education d/b/a Collaboration for Early Childhood, a non-profit corporation ("Collaboration"), as this initiative, while not the sole responsibility of any one entity, would advance the missions of all six entities; and

WHEREAS, the Parties affirm that participation of additional Oak Park and River Forest local taxing bodies is desirable and that such taxing bodies have played a meaningful role in the development and success of the Collaboration to date; and

WHEREAS, in 2008, District 200 and the Village contracted with the Collaboration to undertake a strategic planning process, and the Collaboration, with the participation of administrators from each Party, fulfilled the charge to develop a plan for a comprehensive, coordinated, community-wide system of high-quality programs and services that foster physical, cognitive, and social-emotional development during the critical first five years of

life; and

WHEREAS, the Collaboration estimates that there are 5,400 children under kindergarten age in Oak Park =dRiver Forest, an increase of 13% since 2000 and of this population, 15%, or approximately 800 children, are at risk of academic failure due to family income status, developmental delays, or stressed family situations; and

WHEREAS, the Collaboration has determined that families at all income levels experience isolation and stress when trying to locate quality early childhood services; and

WHEREAS, the Collaboration has determined that almost all families within the Parties' boundaries use some form of non-parental care for their children between birth and entry into kindergarten; and

WHEREAS, the School Districts continue to struggle with a stubborn achievement gap between students from more and less advantaged backgrounds; and

WHEREAS, the U.S. Department of Education has determined that two-thirds of this achievement gap is already present as children first enter kindergarten ¹; and

WHEREAS, developmental research conducted over more than forty years has demonstrated that 85% of brain development occurs by age three² and that high-quality early learning environments coupled with support for at-risk families lead to lower rates of participation in special education, higher rates of high school graduation, lower rates of involvement with the criminal justice system and higher incomes and rates of home ownership³; and

WHEREAS, research has demonstrated that investments of public funds in high-quality early childhood programs have proven to generate inflation-adjusted annual rates of return of 7-10% ⁴; and

WHEREAS, the Collaboration has determined that more than forty agencies participate in the Collaboration to overcome the fragmentation and scarcity of services endemic to the early childhood field by leveraging and integrating community resources to better meet the needs of the youngest children and their a, -dues; and

WHEREAS, the Parties agree that full implementation of a comprehensive, coordinated approach to early childhood services is desirable as a matter of public policy, including (1)

periodic developmental, hearing and vision screening of all children from birth to age five; (2) professional development to increase the skills of early childhood education teachers, caregivers, and home providers, with a focus on those programs serving at-risk families; (3) parent information and support for all families with children under kindergarten age; (4) intensive home visiting services for at-risk families with children ages birth to three, children with disabilities and low intensity home visiting services for families with children ages birth to three requesting support; (5) coordination of recruitment, staff and program development, and assessment of all publicly funded preschool programs; and (6) data collection to track service usage, identify shortages and underused services, and assess program impact; and

WHEREAS, the 1970 Constitution of the State of Illinois, Article VII, Section 10, and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *Et seq.*, authorize "units of local government and school districts" and "public agencies," respectively, to contract with one another to provide for and promote the joint interests and material benefits that each may provide; and

WHEREAS, as a home rule unit of local government pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the Village has the authority to enter into contracts for services; and

WHEREAS, as school districts organized under the Illinois *School Code*, the School Districts have the authority to enter into contracts for professional services that advance their missions of ensuring that all children achieve academic success and develop their full potential; and

WHEREAS, in furtherance of the foregoing, the Parties wish to contract for professional early childhood educational services.

NOW, THEREFORE, in consideration of the mutual undertaking and covenants of the Parties as set forth in this IGA, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1-INTRODUCTION

1.1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

1.2. Purpose. The purpose of this IGA is limited to contracting with the

Collaboration provide professional early childhood education services to the Parties.

ARTICLE 2-GOVERNANCE

- 2.1 Organization.** The operations contemplated under this IGA shall be overseen and directed by a Governing Board, with any and all fiscal activities administered by an Administrative District appointed by said Governing Board.
- 2.2 Administrative District.** The Administrative District shall administer all legal and fiscal activities as directed by the Governing Board. Until such time as the Governing Board elects otherwise, District 97 shall serve as the Administrative District
- 2.3. Governing Board.**
- a. **Composition.** The Governing Board shall consist of two Board members from each Party and one administrator from each Party.
 - b. **Meetings.** The Governing Board shall establish the times and places of its regular meetings, of which there must be at least four-three per year as set forth below. The schedule of Mmeetings of the Governing Board shall be established annually as part of the last meeting of the calendar year. Generally, meetings will be held on a quarterly basis in February, May, September, and November. It is permissible for the annual meeting of the Collaborartion of Early Childhood Care and Education to be consideration a Governing Board subject to participation of a quorum of the Governing Board. The November-last meeting of the Governing Board each calendar yearmeeting shall be a joint board meeting of the Parties to receive, comment on, and accept an annual report from the Collaboration and conduct such other business as the Parties shall determine and will be held in November. If additional meetings are required, they may be called by

the Chair. Meetings of the Governing Board shall be conducted in compliance with the Illinois *Open Meetings Act*. Agenda development for each meeting shall occur one month in advance.

- c. **Quorum.** A quorum shall consist of at least two qualified representatives from each Party, a total of six representatives.
- d. **Voting.** Each Party is entitled to a single vote to be cast by its present representatives on the Governing Board. For passage of a recommendation, all actions of the Governing Board shall require an affirmative vote of a majority of the Parties, except where otherwise designated in this IGA. Each Party shall have the right to veto any action approved by the Governing Board or reverse the action of its representatives at the next regular meeting of such Party. In the case of a Veto, the approved action shall be of no force and effect.
- e. **Officers.** At its first regular meeting and its regular meeting in **May-September** of each year, the Governing Board shall elect from its membership a Chair, Vice Chair, and Secretary to serve until their respective successors are elected. In no case will more than one officer be elected from each Party.
 - (1) **Chair.** The Chair shall act as the administrative head of the Governing Board and shall set the agenda and conduct the meetings of the Governing Board.
 - (2) **Vice-Chair.** The Vice Chair shall act as Chair in the absence of the Chair.
 - (3) **Secretary.** The Secretary shall maintain a complete record of the proceedings of the Governing Board. The record of each meeting shall be produced no later than forty-eight (48) hours in advance of the next meeting of the governing body of the Party next scheduled to meet.

f. **No Compensation.** The officers and members of the Governing Board shall receive no compensation for such services, but shall receive reimbursement for all reasonable expenses incurred in performance of their duties as approved by the Governing Board.

g. **Powers.** The Governing Board shall have the following powers:

(1) To make recommendations to each Party to renew, amend or terminate a Contract for Early Childhood Education Services between the Parties and the Collaboration for the provision of professional early childhood care and education services ("Contract for Services");

(2) To review and make recommendations to the Collaboration regarding the professional early childhood care and education services being provided by the Collaboration;

(3) To review and make recommendations to the Collaboration regarding its annual budget;

~~(3)~~(4) To facilitate the designation of Government Relations Liaisons comprised of former elected officials of the Parties, or other individuals selected the governing bodies of each party for the purpose of historical continuity and education of future elected officials of the Parties.

~~(4)~~(5) To review this IGA and recommend amendments to the Parties when necessary;

~~(5)~~(6) To establish such policies and procedures as may be necessary or appropriate for the efficient implementation of this

IGA; and

(7) To perform such other matters as may be consistent with this IGA and the Contract for Services, the laws of the State of Illinois, and the rules and regulations of the Illinois State Board of Education.

(8) To evaluate and recommend the merits of a two tier system of participation by other taxing bodies in this IGA.

ARTICLE 3 - AUTHORITY OF INDIVIDUAL PARTIES

3.1 In addition to the powers or authority granted elsewhere in this IGA, each Party shall have the following powers with respect to this IGA:

- a. To appoint its representatives to the Governing Board;
- b. To approve amendments to this IGA;
- c. To approve amendments to the Contract for Services; and
- d. To veto the recommendations of the Governing Board or overturn the action of its representatives as provided in 2.3(d) above.

ARTICLE 4 - PAYMENTS FROM INDIVIDUAL PARTIES TO GOVERNING BOARD

4.1. **Payments from Each Party.** Each Party shall transfer funds in the amounts set forth in Section 4.2 below to accounts created by the Governing Board pursuant to Section 5.1 below.

4.2. **Amount of Payments.** The Parties shall pay the following amounts, to the Administrative District within thirty (30) days of being invoiced by the Administrative District, but not later than July 1 and January 1,

according to the schedule below:

Payment Date	District 97	District 200	Village of Oak Park
July 1, 2013	\$124,002.00	\$108,104.00	\$85,848.00
January 1, 2014	\$124,001.00	\$108,104.00	\$85,847.00
July 1, 2014	\$189,639.00	\$165,326.00	\$131,289.00
January 1, 2015	\$189,638.00	\$165,326.00	\$131,288.00
July 1, 2015	\$244,184.00	\$212,878.00	\$169,050.00
January 1, 2016	\$244,183.00	\$212,878.00	\$169,050.00
July 1, 2016	\$250,288.00	\$218,200.00	\$173,276.00
January 1, 2017	\$250,288.00	\$218,200.00	\$173,276.00
July 1, 2017	\$256,545.00	\$223,655.00	\$177,608.00
January 1, 2018	\$256,545.00	\$223,655.00	\$177,608.00

4.3. Parties Responsible Only For Own Payments. Each Party shall be responsible for and obligated to make its own payment only, and nothing in this IGA or the Contract for Services shall be construed to require any Party to make payments required of any other Party. The Administrative District shall issue an invoice to each Party 45 days in advance of the payment's due date.

4.4 The Collaboration will request draws every other month from the Administrative District for funding.

4.5 It is recognized that funds received pursuant to the Payment Schedule under 4.2 herein which are not fully expended during the fiscal year for which they are received will be deemed savings and carry forwarded to the next fiscal year up to 11% of total annual contractual payments.

At the time of the annual audit pursuant to 3.8, the Collaboration shall report to the Governing Board the amount of funds at fiscal year-end that are in excess of the 11% cap (if any) and remit those funds to the Administrative District within 30 days of completion of the Annual Audit. The Administrative District shall hold those funds in the proportion paid by each Party in

each Party's separate account pursuant to the IGA and Contract for Service.

After the Collaboration reaches a total amount of 3 months operating reserve based on the contract year budget, the remaining dollars, even if the 11% cap has not been reached, are to be returned to the Administrative District. The Administrative District shall hold those funds in the proportion paid by each Party in each Party's separate account pursuant to the IGA and Contract for Service.

ARTICLES - PAYMENT FOR SERVICES

- 5.1. **Separate Accounts.** The Governing Board, through its Administrative District, shall create separate and segregated accounts in a bank or banks insured by the Federal Deposit Insurance Corporation for the deposit and expenditure of all funds related to this IGA. Funds from each Party shall not be co-mingled, but shall be kept separate.
- 5.2. **Collateralization.** All amounts deposited in the Governing Board's account in excess of any insurance limit shall be collateralized in accordance with the *Public Funds Investment Act*, 30 ILCS 235/0.01 et seq. The Administrative District shall keep the Governing Board informed of collateral IGAs.
- 5.3. **Reporting on Funds.** The Administrative District shall report to the Governing Board as a part of the February and September Regular meetings, in writing, the amount of funds received from the Parties and the amount of funds paid to the Collaboration.
- 5.4. **Audit** ,A the close of each fiscal year (July 1-June 30), the Administrative District shall include as part of its annual audit, an accounting of the Governing Board funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant and shall be conducted in conformance with prescribed standards and legal requirements. A report shall be provided to each Governing Board member at the November meeting. It shall be

sufficient for the audit to be a portion of the Administrative. District's own annual audit. Any incremental cost of the audit shall be shared equally by the Parties and shall be in addition to the contributions identified in 4.2 of the IGA.

5.5 Expenses. Any and all incidental expenses incurred pursuant to this IGA, if authorized by the Governing Board, shall be shared and assessed equally to the Parties and shall be in addition to the payments identified in 4.2 of this IGA.

ARTICLE 6 - TERM AND TERMINATION

6.1. Term. This IGA shall commence on the date of the last Party's signature of this IGA and shall continue until June 30, 2018 unless terminated prior to such date in accordance with the provisions of this IGA. This IGA shall be automatically renewed for successive five- year terms unless notice of non-renewal is given in accordance with the same provisions of this IGA applicable to termination. Following any such renewal(s), the payment obligation levels of each Party shall remain at the same level as during year five of the most recent contract term unless changed through an amendment to this IGA.

6.2. Termination. A Party may withdraw from this IGA with or without cause by providing written notice by registered letter delivered to the Administrative District with copies to each of the other Parties between December 1 and December 31 of each year of the contract period. If such notice is provided, this IGA will terminate on the following June

30. In the event of withdrawal, termination, or expiration, each Party, including the terminating Party if applicable, shall remain liable for any payments, expenses, debts, and liabilities incurred during the term of this IGA for which such Party was liable, including the payment due the January 1 following any termination notice.

- a. **Accounting Upon Termination or Expiration.** Upon termination or expiration of this IGA, the Governing Board shall, within thirty (30) days of the date of termination or expiration, provide to each Party an accounting of all assets owned by the Parties, including but not limited to any fund balance, which accounting shall include all amounts due and owing under the Contract for Services.
- b. **Distribution of Assets Upon Termination or Expiration.** Following the accounting described in the preceding section, the Governing Board shall distribute any such remaining assets to the Parties in proportion to the amounts paid to the Governing Board's fund by each Party less any amount required to pay amounts due to the Collaboration under the Contract for Services. With respect to non-cash assets, if any, the Governing Board may choose to distribute the non-cash assets in the same proportion as the cash assets or to sell such non-cash assets in accordance with the *School Code* and distribute the cash proceeds of such sale in the same proportion as the cash assets.

ARTICLE 7 - EXPANSION OF IGA TO ADD NEW PARTIBS

- 7.1 **Purpose.** The Parties affirm that participation of additional Oak Park and River Forest taxing bodies in this IGA is desirable and endeavor to encourage and provide for such new membership.
- 7.2 **New Members.** The Governing Board shall encourage discussions with the Collaboration and other Oak Park and River Forest taxing bodies for the purpose of negotiating and making recommendations for specific amendments to this IGA that would result in the addition of new parties to this IGA. To the extent that other taxing bodies want to participate in this IGA, the Governing Board shall consider and make recommendations to modify this IGA inclusive of but not limited to payment obligations of parties to this IGA and voting procedures under this IGA.

ARTICLE 8 MISCELLANEOUS

8.1 Contractual Capacity. The Parties agree that each signatory hereto has entered into this IGA voluntarily and knowingly and with the full and complete authority contactual capacity to do so.

8.2 Effect of IGA. This IGA shall inure to the benefit of and bind each of the Parties, as well as each of their respective successors and assigns.

8.3 Complete Understanding. This IGA sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

8.4 Amendments. Any proposed amendment to this IGA shall be submitted in writing by any Party. If the Governing Board recommends an amendment in accordance with the voting procedures contained herein, the amendment shall be submitted to the Parties for approval. Such amendment must be approved by all Parties at at their duly-conducted meetings.

8.5 Effective Date of IGA. This IGA shall become effective as of the date all Parties have executed this IGA.

8.6 Execution. This IGA may be executed in multiple counterparts, and a set of counterparts bearing the signatures of each Party shall constitute the IGA as fully as if the Parties had signed a single document.

8.7 Governing Law. This IGA is to be construed pursuant to the laws of the -State of Illinois.

8.8 Severability. Should any provision of the IGA be declared illegal by a court of competent jurisdiction, then said provision shall be deleted from this IGA to the extent it is a violation of the law, and the remaining provisions in this IGA shall remain in full force and effect as long as the intent of the Parties in entering into this IGA remains intact.

IN WITNESS WHEREOF, the Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois, the Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois, and the Village of Oak Park, Cook County, Illinois, have approved and executed three (3) copies of this IGA on the date(s) indicated below.

BOARD OF EDUCATION OF OAK PARK
AND RIVER FOREST HIGH SCHOOL
DISTRICT NO. 200, COOK
COUNTY, ILLINOIS

By: _____
Board President

Date:

Attest
By: _____
Board Secretary

Date:

BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO.
97, COOK COUNTY, ILLINOIS

By: _____
Board President

Date:

Attest
By: _____
Board Secretary

Date:

VILLAGE OF OAK PARK

By: _____
Village President

Attest
By: _____
Village Clerk

REFERENCES

1. U.S. Department of Education, National Center for Education Statistics, *America's Kindergartners*, NCES 2000-070, by Kristin Denton, Elvira Germino-Hausken, Project Officer, Jerry West, Washington, DC:2000.
2. Voices of America's Children and Child & Family Policy Center, *Early Learning Left Out: An Examination of Public Investments in Education and Development by Child Age*, Bruner, Charles, Victor Elias, Debbie Stein, and Stephanie Schaefer. Washington D.C., Des Moines, Iowa. 2004.

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3. Heckman, J. (2006) "Skill Formation and the Economics of Investing in Disadvantaged Children". *Science*, 312, page 1902.

Karoly, Lynn A., M. Rebecca Kilburn, and Jill S. Cannon. (2005). *Early Childhood Interventions: Proven Results, Future Promise*. Santa Monica, California: Rand Corporation.

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4. Heckman, James J. & Moon, Hyeock Seong, Rodrigo Pinto, Peter A. Savelyev and

Adam Yavitz. 2010. "The rate of return to the HighScope Perry Preschool Program," *Journal of Public Economics, Elsevier, vol. 94(1-2)*, pages 114-128, February.

Heckman, James J., *Reduce Deficits and Strengthen the Economy: Invest in Early Childhood Development*. McCormick Forum, Chicago, December 2010.

Heckman, James J., *Investing in Early Childhood: Developing Skills for a Better Future*, Lecture, Oak Park, IL November 2012.