

Community College Educational Agreement

Comprehensive Agreement Regarding the Expansion of Educational Resources

THIS AGREEMENT is entered into by and among the **BOARD OF TRUSTEES** from each participating community college for the expressed purpose of providing additional educational programs to the residents of each district involved in this Agreement.

**Black Hawk College
Carl Sandburg College
City Colleges of Chicago
College of DuPage
College of Lake County
Danville Area Community College
Elgin Community College
Heartland Community College
Highland Community College
Illinois Central College
Illinois Eastern Community Colleges
Illinois Valley Community College
John A. Logan College
John Wood Community College
Joliet Junior College
Kankakee Community College
Kaskaskia College
Kishwaukee College
Lake Land College
Lewis and Clark Community College
Lincoln Land Community College
McHenry County College
Moraine Valley Community College
Morton College
Oakton Community College
Parkland College
Prairie State College
Rend Lake College
Richland Community College
Rock Valley College
Sauk Valley Community College
Shawnee Community College
South Suburban College
Southeastern Illinois College
Southwestern Illinois College
Spoon River College
Triton College
Waubonsee Community College
William Rainey Harper College**

WITNESSETH:

WHEREAS, it is the desire of the parties hereto to expand educational services to the greatest number of students in each district served by the parties; and

WHEREAS, the parties hereto believe this Agreement should be one of the means to establish a viable method of cooperation between the parties hereto; and

WHEREAS, by means of this agreement, the parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services which might otherwise be impracticable for any of the parties individually; and

WHEREAS, the parties hereto believe that the implementation of this Agreement holds great promise for further development of higher education in Illinois; and

WHEREAS, this Agreement supersedes and takes the place of any and all prior cooperative agreements, and that all said prior agreements are hereby terminated.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Institutional Identification

For the purpose of this Agreement, the college district sending the students to another college will be referred to as the "Sending College" and the college receiving students from another college district will be referred to as the "Receiving College".

2. Terms of Agreement

The educational programs offered by the colleges as part of this Agreement shall be programs approved by the Illinois Community College Board (ICCB) and the Illinois Board of Higher Education. The Agreement is explicitly for programs of study leading to an Associate in Applied Science degree or certificate in Career and Technical Education.

3. Duration of Agreement

This Agreement shall be in force upon adoption by the Board of Trustees of each of the participating colleges and will continue until terminated under the provision of item seven (7).

4. Amendments to Agreement

Amendments and/or revisions to this Agreement may be made at a time by mutual consent of all parties in writing. Such amendments and/or revisions shall be prepared in the form of an addendum agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval by all parties in the original Agreement. All amendments to the agreement require the approval of the ICCB.

In the event of amendments and/or revisions to this Agreement, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

5. Coordination of Agreement

This Agreement shall commence in April 2017 and shall be continuous with automatic renewal. The ICCB in consultation with member institutions will coordinate changes and distribution of those changes to the other colleges on an annual basis when necessary.

6. Program Eligibility

The ICCB shall maintain a Program Directory on the ICCB website to assist the colleges in determining which programs qualify under the agreement. At a minimum, this list shall provide a comparison of program titles and CIP codes.

Delivery methods and minor program differences (e.g. length of semester, online versus face-to-face, competency-based, differences in program credit hours, minor course requirement differences, etc.) do not constitute a difference in program. Generally, differences should be based upon CIP codes and Occupational Outlook for completers.

7. Termination of Agreement

The participation of any college(s) in this Agreement may be terminated at the end of any spring semester to be in effect the following fall term at the request of the College President. Notice shall be given in writing on or before March 1 of the preceding academic year to each of the other College Presidents and the ICCB. In the event of such termination, students who have entered an educational program shall be allowed to complete the program under the terms of this Agreement.

8. Residents Eligibility

Approval for students participating within this Agreement resides with the Sending College. Upon approval from the Sending College, a resident may take advantage of the educational opportunity provided through this Agreement to apply for acceptance at a program not available in his/her home district. Furthermore, a resident may not enroll under the provisions of this Agreement in a program of a participating institution outside of his/her own if that resident's educational objective can be met in the college of his/her home district.

Students may choose to complete some or all of any required Illinois Articulation Initiative general education coursework at their Home College (Sending College) or the Receiving College, as appropriate.

9. Registration

Upon written approval from the Sending College, students shall register at the Receiving College and shall be members of that district for the terms of their enrollments. Under the terms of this agreement, students may take approved courses at either institution. Upon successful completion, courses taken at the Sending College shall be acceptable to transfer to the Receiving College for completion of the program, or vice versa.

10. Additional Educational Services

The Receiving College shall provide access to its Learning Resources Center and other instructional resources for students from the Sending College, equal to those provided for any other student at their campus. The Receiving College shall also provide counseling/guidance and other services that will facilitate the learning process.

11. Records and Recognition of Completion

The Receiving College shall maintain admissions records and transcripts and issue any and all degrees or certificates to students completing the educational program. The Receiving College will provide copies of such records to the Sending College at the student's request.

12. Scholarships and Student Activities

The Receiving College shall be considered the home district for athletic eligibility and/or any activity where the student officially represents an institution as well as for military and Illinois State Student Assistance Commission Scholarships. Athletic eligibility will be determined by the

rules of the college's athletic conference. Students from any Sending College may be eligible at any Receiving College for any other extracurricular activities, scholarships, or other recognition of excellence in the program for which they are attending at the Receiving College.

13. Publicity

The educational programs offered through this Agreement shall be noted in college catalogs and publicized by the participating districts in a manner consistent with ICCB requirements and institutional publicity policies.

In the spirit of raising awareness and providing access to students, colleges may market and recruit for programs articulated in the ICCB Program Directory outside their own district so long as advance notification has been provided to the sending district's college president. Such notification should reference the ICCB Program Directory listing and lack of availability within the sending district. Colleges are free to enter into less strenuous notification procedures should they wish. If such agreements are made, notification should be immediately provided to ICCB for documentation.

For the purposes of this agreement, marketing and recruiting activities include participation in career fairs, college fairs, high school visits, company visits, traditional advertising, and digital advertising. In these instances, the primary marketing message in both the materials made available and any advertisements should be the availability of Career Agreement programs listed in the ICCB Program Directory. General college materials may also be made available upon request of the student.

General college marketing outside of a college's home district is not permitted without the permission of the sending district. Permission requirements do not apply to shared media markets or shared high school districts. *Permission requirements do not apply* when a college is invited to attend a specific event (e.g. FFA meetings, career fairs, college fairs, etc.)."

The ICCB, in consultation with the ICCCP, shall develop common language and a common logo for the purposes of advertising educational programs offered through this agreement. Colleges shall adopt this common language and common logo for the purposes of advertising educational programs offered through this agreement in their catalogs and on their respective websites.

14. Communication of Agreement

The Sending College shall communicate the terms of this Agreement to its students attending a Receiving College. Said students will be responsible for all normal operating rules and conditions of the campus he/she is on at any given time.

15. Reimbursement

The Receiving College shall be eligible to file all claims for State apportionment for any student from the Sending College enrolled in the Receiving College's programs covered by this Agreement.

16. Transportation

Students shall be responsible for their own transportation to and from Sending and Receiving Colleges.

17. Tuition and Fees

Students from the Sending College will pay the resident tuition and fees of the Receiving College. All students seeking state or federal financial assistance are required to make application at the Receiving College.

18. FTE Reporting

For purposes of capital (construction space), FTE enrollment in the classes taken are reported by the Receiving College.

19. Student Enrollments

The cooperating institutions in this Agreement shall be treated as one district in relation to admission policies for the programs included herein; however, residents of the respective college districts may have priority consideration where limited program space is available.

20. Chargeback

Colleges sending students to receiving colleges identified in this Agreement will not pay chargebacks. Procedurally, students who wish to enroll at a Receiving College herein identified will secure from their home college a letter designating them as participants in an approved program. A copy of such letter will be sent to the Receiving College, which will thus know not to charge the out-of-district rate.

21. Dispute Resolution

All disputes that arise through this agreement shall follow the arbitration process outlined below:

- a. Involved parties shall attempt to settle the dispute through mutual agreement.
- b. In the event that mutual agreement cannot be reached, parties may request a decision by a committee of their peers. If requested, a committee of three college presidents shall be appointed by the President of the ICCCP within 14 business days of the request. In the event that the President of the ICCCP is party to the disagreement, the Secretary shall appoint the committee.
- c. Said parties may request an advisory opinion from the ICCB. Upon request, the ICCB shall provide this opinion to the affected parties within 14 business days of the request. This request may be made concurrently with or independently of the committee process.
- d. The decision of the committee shall be considered final and all parties agree to be bound by the committee's decision.

22. Special Note

Nothing contained in this Agreement shall operate to create a relationship of Principal and Agent between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Community College Educational Agreement

Comprehensive Agreement Regarding the Expansion of Educational Resources

PARTICIPATING INSTITUTIONS

- Black Hawk College
- Carl Sandburg College
- City Colleges of Chicago
- College of DuPage
- College of Lake County
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- William Rainey Harper College

Local District Signature Page

Rend Lake College
College

Lou Kahl
College Designee for Agreement

[Signature]
Chair of the Board of Trustees

[Signature]
President

521
District Number

(618)437-5321 x 1200
Contact Information

3/10/2020
Date

3/10/2020
Date