

**MEMORANDUM**

TO:                  Illinois Community College Presidents

FROM:             Karen Hunter Anderson, Ph.D.

Executive Director

Brian Durham, Ed.D.

Deputy Director for Academic Affairs

SUBJECT:       Community College Programs at Illinois Department of Corrections (IDOC) facilities

DATE:             August 10, 2017

The Illinois Community College Board (ICCB) has received several questions related to community college programs delivered at state correctional facilities.  These inquiries have included questions about the decision making authority related to which districts offer these programs as well as cost related questions, particularly the ability to claim credit hours.  This memorandum focuses on these two issues.

The ICCB understands that many years ago there was a movement among many colleges to divest themselves from the IDOC instructional programs for a variety of reasons, but typically associated with costs and ROI calculations.  However, since then the system has endured a long budget crisis, leadership changes have been pervasive throughout the system, and boards and institutions are exploring new and innovative ways in which to sustain their colleges.

In addition to these issues, and as contracts are being renegotiated between colleges and the IDOC, it is important that colleges have a fair and open opportunity to review options related to correctional programs.  This memo attempts to provide some of this information, but we also encourage you to reach out directly to those colleges that are currently providing services to IDOC.  There are many implications that are not explored here, such as Higher Learning Commission site designation rules, teach out issues as IDOC facilities are potentially transitioned between institutions, lag time associated with the claiming of credit hours and the necessity to “float” the program as these lags are made up, and hidden personnel costs (e.g. unemployment insurance costs as transitions take place), not to mention lingering budgetary issues, including payment lag and the uncertainty with the year to year budgetary process.

**Decisions about Providing Instruction at IDOC facilities**

Decisions about the provision of instruction at the IDOC falls first and primarily to the Home District within which the facility resides.  However, according to **Section 1501.307 Cooperative Agreements and Contracts, c),** these contracts are subject to ICCB approval.

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c) In-District Cooperative Agreements for Instruction. A community college district may enter into in-district contractual arrangements to provide educational programs or services within its district for previously approved units of instruction **upon approval by the ICCB**. Copies of these contractual arrangements shall be kept on file at the district central administrative office and submitted to the ICCB. Criteria for the approval of in-district agreements for instruction shall be:

1) Accessibility of instruction to students

2) Labor market need

3) Cost-effectiveness in providing instructional program

Regarding districts other than the home district providing services in IDOC facilities, **Section 1501.307 Cooperative Agreements and Contracts, g), 3) applies.**

3) If a district in which military installations, correctional institutions, or other state or federal institutions are located elects not to provide previously approved units of instruction to these institutions, any other college may apply to the ICCB to do so. If more than one college applies, the ICCB will select a college using the following criteria:

A) The proximity of the college to the institution.

B) The availability at the college of the instructional units needed by the institution.

C) The cost of providing the instructional units for the institution.

D) The college's past experience in offering similar units of instruction

There are three important implications from these two rules.

1.       The district within which an IDOC facility resides has the right to first refusal for offering instructional programs in the IDOC correctional facility located within their district.

Furthermore, if a home institution decides against offering instruction and enters into an agreement with another community college district, the home district has the option to limit the timeframe for which those services are rendered.  However, this timeframe should be substantial enough to justify the setting up of a new program and should be agreed upon in conjunction with the ICCB and IDOC.  This timeframe should be no less than five years for a new program, which is consistent with other related time frames (e.g. Recognition).

2.       If the home district opts not to provide instruction and more than one institution is interested in providing services, the ICCB is mandated to review those colleges that are interested in entering into negotiations with the IDOC and authorizing one among them to begin negotiations with IDOC.  The ICCB will make this decision in close consultation with the IDOC.  This decision may or may not be handled as a competitive process, depending upon the specific situation.

3.       Colleges should not enter into an agreement directly with the IDOC without first seeking and obtaining approval from the ICCB, present arrangements notwithstanding.  It should be noted that we realize this is going to require a transition in specific processes and we are committed to continuity of services and to minimizing any disruption to IDOC students or institutions.

**Costs and the Ability to Claim Credit Hours**

Typically, a contract is entered into between the IDOC within which normal budgetary items are included, such as the administrative costs, indirect costs, salary and benefits, travel etc.  Additionally, although technically the grant is restricted, there is a long standing history of the ability to claim credit hours for institutions serving this role.  However, it should be noted that as a part of the IDOC contract, any funds generated through credit hours are subtracted from the grant award amount and are viewed as program income.  The language which must be embedded within the college / IDOC contract and / or Scope of work contracts must affirm that:

“All grants and reimbursements paid to the Vendor by sources other

than the Department of Corrections in support of Corrections’ inmates

shall be applied as project income against the cost of this contract….”

**Thus, the college is allowed to claim the credit hours against the grant, but the total contract award from IDOC will be reduced by this amount at the end of the contract.**

So if a college receives a contract for $300,000 and then submits $100,000 in credit hour claims to the ICCB, the IDOC is actually only going to provide the college with $200,000.  These withholdings are not subject to the lag time associated with credit hour grant reporting and will be required per fiscal year.

Finally, credit hours claimed in this way are not eligible to be included in Equalization calculations.

A college may also have access to IDOC Federal Perkins dollars and state CTE dollars as a part of their contract negotiation, at the discretion of the IDOC.  These funds can only be used in support of contract operations at the correctional centers.  These funds may not be applied to campus operations, but must be used exclusively for instruction and related expenses in the IDOC facility.