

***Illinois Community College
Workforce Innovation and Opportunity Act
Tuition Agreement***

THIS AGREEMENT is entered into by and among the **Board of Trustees** from each Participating Community College and the **Participating Workforce Innovation Boards** for the express purpose of providing in-district resident tuition rates for all WIOA-funded students.

PARTICIPATING COLLEGES	PARTICIPATING WORKFORCE INNOVATION BOARDS
College of DuPage	Chicago Cook Workforce Partnership
College of Lake County	Grundy Livingston Kankakee Workforce Board
Elgin Community College	McHenry County Workforce Network Board
Joliet Junior College	Will County Workforce Investment Board
Kankakee Community College	Lake County Workforce Board
McHenry County College	Workforce Development Board of Kane, Kendall and DeKalb Counties
Moraine Valley Community College	
William Rainey Harper College	

WITNESSETH:

WHEREAS, by means of this Agreement, the parties hereto desire to offer in-district tuition rates to students who are approved for study under the federal Workforce Innovation and Opportunity Act (WIOA) and who are residents of any of the signatory Illinois community college districts; 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, this Agreement supersedes and takes the place of any and all prior cooperative Agreements on this subject, 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. Party Identification

For the purpose of this Agreement, “Participating College” refers to an Illinois Community College signatory of this Agreement. “Participating WIB” refers to a Workforce Innovation Board and/or Local Chief Elected Official/Fiscal Officer (as required) signatory of this Agreement. “WIOA Approved Student” refers to a student

who is eligible and approved for study at a Participating College by a Participating WIB under the Workforce Innovation and Opportunity Act (WIOA), and who is a resident of one of the Participating College districts.

2. Terms of Agreement

The educational programs offered by the Participating Colleges under this Agreement shall be classes and programs approved by the Illinois Community College Board and the Illinois Board of Higher Education. The Agreement applies only to classes and programs of study approved and paid for by WIOA funds through a local Workforce Innovation Board (WIB) in Illinois.

3. Duration of Agreement; Termination of Agreement

This Agreement shall be in force upon adoption by at least one Participating Workforce Innovation Board and by the Boards of Trustees of at least two Participating Colleges. The Agreement shall continue so long as there are at least two Participating Colleges and at least one Participating Workforce Innovation Board that have not terminated their participation in the Agreement pursuant to Paragraph 4 below. In the event of termination of the Agreement, WIOA Approved Students who entered an educational program prior to termination of the Agreement will be allowed to complete the program under the terms of this Agreement which were in force at the time the Students entered the program.

4. Termination of Participation in Agreement

The President of a Participating College or the Chairperson of a Participating Workforce Innovation Board which desires to terminate its participation in this Agreement shall give notice in writing on or before March 1 to each of the other signatories of this Agreement. Conditional upon the giving of such written notice, that Participating College's or Workforce Innovation Board's participation shall terminate effective with the ensuing fall semester; provided, however that WIOA Approved Students of the terminating College or Workforce Innovation Board who entered an educational program prior to such termination will be allowed to complete the program under the terms of this Agreement which were in force at the time the Students entered the program.

5. Amendments to Agreement

Amendments to this Agreement, other than the addition or the termination from participation of a Participating College or Participating Workforce Innovation Board, may be made only by written consent of all parties. To be effective, such amendments shall be prepared in the form of an Addendum to this Agreement, and shall be approved in writing by each Participating Workforce Innovation Board and by the Board of Trustees of each Participating College. Amendments to this agreement shall also be approved by the ICCB, as appropriate. In the event of amendments to this Agreement, WIOA Approved Students who entered an educational program prior to such

amendments shall be allowed to complete the program under the terms of this Agreement which were in force at the time the Students entered the program.

6. Coordination and Distribution of Amendments to Agreement

The Illinois Community College Board, in consultation with Participating Colleges and Workforce Innovation Boards, will coordinate and timely distribute amendments to this Agreement to Participating Colleges and Workforce Innovation Boards.

7. Student Eligibility

Upon approval from the Workforce Innovation Board providing the WIOA funding, a WIOA Approved Student may take advantage of the educational opportunity provided through this Agreement to apply for acceptance into classes or a program available at any of the Participating Colleges. A student who does not reside in a Participating College district is not eligible to become a WIOA Approved Student under this Agreement.

8. Registration

Upon written approval from the Participating Workforce Innovation Board, a WIOA Approved Student shall register at the Participating College of choice, which shall be deemed to be the Student's home district for the period of the Student's enrollment. Under the terms of this Agreement, WIOA Approved Students may take courses approved by the Participating WIB at any Participating College.

9. Additional Educational Services

The Participating College shall provide WIOA Approved Students with access to its Learning Resources Center and other instructional resources, equal to the access provided for any other students at its campus. The Participating College shall also provide counseling/guidance and other services to facilitate the learning process for WIOA Approved Students.

10. Records and Recognition of Completion

The Participating College shall maintain admissions records and transcripts and issue any and all degrees or certificates to WIOA Approved Students completing the educational program.

11. Scholarships and Student Activities

The Participating College shall be considered the home district for athletic eligibility and/or any activity in which the WIOA Approved 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 Participating

College's athletic conference. A WIOA Approved Student may be eligible at the Participating College for any of its other extracurricular activities, scholarships, or other recognition of excellence in the program in which the WIOA Approved Student is enrolled.

12. Communication of Agreement

The Participating WIB shall communicate the terms of this Agreement to WIOA Approved Students attending a Participating College, who will be responsible to comply with all conduct and operating rules and conditions of the campus they are attending.

13. Reimbursement

The Participating College which enrolls a WIOA Approved Student shall be entitled to file all claims for state apportionment with respect to that WIOA Approved Student, as to programs covered by this Agreement.

14. Transportation

WIOA Approved Students shall be responsible for their own transportation to and from Participating Colleges.

15. Tuition and Fees

A WIOA Approved Student will pay the in-district resident tuition and fees of the Participating College which enrolls the Student. WIOA Approved Students seeking state or federal financial assistance are required to apply for such assistance through the Participating College which has enrolled them.

16. FTE Reporting

For purposes of capital development (construction space) funding, FTE enrollment in the classes taken by WIOA Approved Students shall be reported by the Participating College which has enrolled them.

17. Student Enrollments

The Participating Colleges shall be treated as one community college district for purposes of admission to programs covered by this Agreement. However, when program space is limited, a Participating College may give priority consideration for enrollment in that program to individuals who reside in that Participating College district.

18. No Chargebacks

Participating Colleges will not pay chargebacks to one another with respect to WIOA Approved Students.

19. Principal and Agent

Nothing contained in this Agreement shall be interpreted to or 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.

PARTICIPATING COLLEGES	PARTICIPATING WORKFORCE INNOVATION BOARDS
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Illinois Community College Signature Page

College Name & District Number:	
College Designee for the Agreement:	
Contact Information:	

Chair of the Board of Trustees

Date

President

Date

Illinois WIB Signature Page

Workforce Innovation Board Name & Number:	
WIB Designee for Agreement:	
Contact Information:	

Chair of the Board

Date

Executive Director

Date