

**Illinois Community College Board**

**REVISIONS TO THE COMPREHENSIVE AGREEMENT REGARDING EXPANSION OF  
EDUCATIONAL RESOURCES (CAREER) AGREEMENT**

Throughout 2019, the Illinois Community College Presidents, in consultation with the ICCB, negotiated changes to the Comprehensive Agreement Regarding the Expansion of Educational Resources (CAREER) agreement. The CAREER agreement allows students to attend a neighboring college for in-district tuition in the event that their home college does not have the program they seek. It also eliminates the use of chargebacks between the colleges. The changes to the agreement included:

- 1) The term “citizens” was changed to “residents” throughout the document.
- 2) A section was added, which is now **Section 6, Program Eligibility**, which commits the ICCB to maintaining a Program Directory on the ICCB website to be used for comparison purposes.
- 3) In **Section 6**, the document further defines program differences as excluding delivery methods and minor program differences.
- 4) In **Section 8, Residents Eligibility**, language has been added that says “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.”
- 5) Under **Section 13, Publicity**, permission and notification requirements were clarified and a commitment was made by involved parties to develop a common logo and catalog language around the agreement.
- 6) **Section 21, Dispute Resolution**, was added that puts the onus of dispute resolution in the hands of the community college presidents, with advice from ICCB as appropriate.

Upon approval by the ICCB, the agreement will be shared in its final form with the College Presidents who will determine the process for signing off on the new agreement. The revised agreement will require sign off by the College President and the Chair of the Board of Trustees.

The existing agreement will remain in effect until all signatures are gathered (or otherwise it is determined that a particular district will not sign on).

A revised copy and an revised copy with annotations is provided.

**RECOMMENDED ACTION**

It is recommended that the following motion be adopted:

The Illinois Community College Board hereby approves the revisions to the Comprehensive Agreement Regarding the Expansion of Educational Resources (CAREER) agreement

## ***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  
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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**

- |  |   |
|--|---|
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#### **Local District Signature Page**

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College

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District Number

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College Designee for Agreement

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Contact Information

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Chair of the Board of Trustees

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Date

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President

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Date

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### ***Comprehensive Agreement Regarding the Expansion of Educational Resources***

“Citizens to  
“Residents”

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**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

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6. **Program Eligibility**

Program  
Directory

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Program  
Differences

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“Citizens  
to  
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Home College  
General  
Education

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**16. Transportation**

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

**17. Tuition and Fees**

Advance notification required  
Marketing limited to CAREER agreement programs  
General college marketing prohibited  
Some exemptions  
Common logo  
Common sense and courtesy should rule

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**

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**21. Dispute Resolution**

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

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- 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.

Dispute  
Resolution

**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**

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#### **Local District Signature Page**

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College

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District Number

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College Designee for Agreement

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Contact Information

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Chair of the Board of Trustees

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Date

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President

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Date