

**33722**

**ADOPTED – BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 508  
MAY 9, 2019**

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS**

**RESOLUTION**

**AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH NORTHERN ILLINOIS WORKFORCE  
COALITION FOR IN-DISTRICT RESIDENT TUITION RATES FOR ALL WIOA-FUNDED STUDENTS  
OFFICE OF ACADEMIC AND STUDENT AFFAIRS**

**WHEREAS**, The Northern Illinois Workforce Coalition (NIWC), was created to jointly leverage opportunities and resources in developing workforce initiatives that benefit the region (the counties of Cook, Lake, DuPage, McHenry, Will, Kane, DeKalb, Kendall, Kankakee, Grundy and Levingston) economically; and

**WHEREAS**, labor market data for the northeast region indicates that there is a significant portion of jobs that require more than a high school diploma, but less than two- or four-year degrees; and

**WHEREAS**, the NIWC has established three goals: 1) award credentials that have labor market value; 2) close the skills gap in the regional workforce; and 3) work collaboratively to leverage resources and information to advance workforce initiatives in the region; and

**WHEREAS**, the parties that comprise the NIWC have determined that providing in-district tuition rates for all WIOA-funded students will increase efficiency and produce more cost effective outcomes for students in WIOA qualified high-demand workforce programs.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of Community College District No. 508 County of Cook and State of Illinois, hereby authorizes the Chair, upon final approval of the General Counsel of the legal form of such an agreement, to execute a memorandum of understanding with the NIWC for the express purpose of providing in-district resident tuition rates for all WIOA-funded students.

**May 9, 2019 – Office of Academic and Student Affairs**

***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.

<b>PARTICIPATING COLLEGES</b>	<b>PARTICIPATING WORKFORCE INNOVATION BOARDS</b>
<b>William Rainey Harper College</b>	<b>Chicago Cook Workforce Partnership</b>
<b>Kankakee Community College</b>	<b>Lake County Workforce Dev Board</b>
<b>McHenry County College</b>	<b>McHenry County Workforce Network Board</b>
<b>Elgin Community College</b>	<b>Workforce Investment Board of Will County</b>
<b>College of Lake County</b>	<b>Grundy, Livingston, Kankakee Workforce Partnership</b>
<b>Joliet Junior College</b>	<b>DuPage County Workforce Development Board</b>
<b>College of DuPage</b>	<b>Workforce Development Board of Kane, Kendell, and DeKalb Counties</b>
<b>Kishwaukee College</b>	
<b>Moraine Valley College</b>	
<b>Oakton Community College</b>	
<b>Prairie State College</b>	
<b>Triton College</b>	

**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.

<b>PARTICIPATING COLLEGES</b>	<b>PARTICIPATING WORKFORCE INNOVATION BOARDS</b>
<b>William Rainey Harper College</b>	<b>Chicago Cook Workforce Partnership</b>
<b>Kankakee Community College</b>	<b>Lake County Workforce Dev Board</b>
<b>McHenry County College</b>	<b>McHenry County Workforce Network Board</b>
<b>Elgin Community College</b>	<b>Workforce Investment Board of Will County</b>
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<b>Kishwaukee College</b>	
<b>Moraine Valley College</b>	
<b>Oakton Community College</b>	
<b>Prairie State College</b>	
<b>Triton College</b>	

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

**Illinois Community College Signature Page**

College 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 Number:	
WIB Designee for Agreement:	
Contact Information:	

\_\_\_\_\_

Chair of the Board

\_\_\_\_\_

Date

\_\_\_\_\_

Executive Director

\_\_\_\_\_

Date



## **Northern Illinois Workforce Coalition**

Northeastern Illinois, which includes the Metro-Chicago area, is comprised of the counties of Cook, Lake, DuPage, McHenry, Will, Kane, DeKalb, Kendall, Kankakee, Grundy, and Livingston. Over the years, representatives of the Workforce Boards of Metropolitan Chicago and the region's community colleges have found opportunities to jointly leverage opportunities and resources in developing workforce initiatives that benefit the region economically. This work is continuing within the Northern Illinois Workforce Coalition (NIWC).

Labor market data for the northeast region indicates that there is a significant portion of jobs that require more than a high school diploma but less than two- or four-year degrees. These "middle skill" jobs must also be included in the mix of credentials that our regional workforce needs in order to remain competitive. The challenge is having good data to match degrees and certificates to jobs, specifically where there is demand for such workers by area employers. In order for the northern region of Illinois to prepare its workforce for the new economy, meet business needs for skilled workers, and play its part in meeting the President's nationwide graduation goal, NIWC members will work collaborative to significantly increase the number of post-secondary degrees and certificates awarded over the next ten years.

NIWC has three goals which are to: 1) award credentials that have labor market value; 2) close the skills gap in the regional workforce; and 3) work collaboratively to leverage resources and information to advance workforce initiatives in the region. NIWC will close the gap between the skills that will be needed by the area's emerging economy and those of its current workforce. Regional data supports these goals in that employers have called for workers with "middle skills" which refers to the knowledge and skills for jobs that require more than a high school diploma, but less than a four-year degree. By 2020, 45% of the area's well-paying, career-track jobs are projected to require these "middle skills" in such occupations as health care, information technology, and business services, yet only 25% of the area's current workforce is qualified to perform these jobs. NIWC will address these challenges while seeking support from federal, state and private entities.

### ***NIWC Members***

City Colleges of Chicago  
College of DuPage  
College of Lake County  
Elgin Community College  
Joliet Junior College  
Kankakee Community College  
McHenry County College  
Moraine Valley Community College  
Morton College  
Oakton Community College  
Prairie State College  
South Suburban College  
Triton College  
Waubensee Community College  
William Rainey Harper College (Harper College)

Workforce Investment Board of Will County  
DuPage Workforce Board  
Lake County Workforce Investment Board  
Workforce Development Board of Kane County  
Grundy Livingston Kankakee Workforce Board  
McHenry County Workforce Investment Board  
Chicago Cook Workforce Partnership





## Northern Illinois Workforce Coalition

### WIOA TUITION AGREEMENT SIGNATORIES

<b>Organization</b>	<b>Type</b>
College of DuPage	Community College
College of Lake County	Community College
Elgin Community College	Community College
Harper College	Community College
Joliet Junior College	Community College
Kankakee Community College	Community College
Kishwaukee College	Community College
McHenry County College	Community College
Moraine Valley College	Community College
Oakton Community College	Community College
Prairie State College	Community College
Triton College	Community College
Chicago Cook Workforce Partnership	Workforce Board
Grundy Livingston Kankakee Workforce Partnership	Workforce Board
Lake County Workforce Dev Board	Workforce Board
McHenry County Workforce Network Board	Workforce Board
Workforce Investment Board of Will County	Workforce Board
DuPage County Workforce Dev Board	Workforce Board
Workforce Dev Board of Kane, Kendall, and DeKalb Counties	Workforce Board

August 8, 2017