

FINAL for
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**EDUCATIONAL SERVICES AGREEMENT
BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 503 (BLACK HAWK COLLEGE) (BHC)
AND
EASTERN IOWA COMMUNITY COLLEGE DISTRICT (MERGED AREA IX)
(hereinafter "EICCD")
July 1, 2012 – June 30, 2013**

I. INTRODUCTION

WHEREAS, EICCD, at its Scott Community College campus located in Bettendorf, Iowa, and Black Hawk College (BHC) at its Moline and Kewanee campuses, Illinois, have ongoing educational programs in operation in which the enrollment does not always reach the maximum class capacity; and

WHEREAS, these educational programs are now open on a restricted basis to Illinois and Iowa students who are willing to pay out-of-state tuition; and

WHEREAS, many Illinois students who live in the geographic area near the Scott Community College campus and many Iowa students who live near the Black Hawk College campus are interested in attending that adjacent institution; and

WHEREAS, certain Iowa students might be interested in enrolling in career programs which are not offered at Scott Community College, or the other colleges of the Eastern Iowa Community College District (EICCD), but are offered by Black Hawk College; and

WHEREAS, certain Illinois students might be interested in enrolling in career programs which are not offered at Black Hawk College but are offered at Scott Community College; and

WHEREAS, certain factors make it desirable for Black Hawk College and Scott Community College to extend educational services at the present time to specified groups of students under clearly outlined contractual arrangements between the two institutions; and

WHEREAS, the boards of both college districts seek to serve the career education needs of their residents at a minimum cost;

NOW, THEREFORE, BE IT RESOLVED that a contract is hereby drawn between these two educational institutions, the conditions of the contract being as follows:

- A. This contract is governed by the provisions of Chapter 28E and 280A of the Code of Iowa and the Illinois Revised Statutes 1991, Chapter 122, and Article X of the 1970 Constitution of Illinois, and is subject to the limitations therein.
- B. This contract does not create a separate legal or administrative entity but is entered into between the Board of Trustees of Illinois Community College District 503 (Black Hawk College), Moline, Illinois, and the Board of Directors of Eastern Iowa Community College District (Merged Area

IX), Davenport, Iowa, and will be governed by the joint Boards of the aforesaid entities. This contract does not envision acquiring, holding or disposing of real or personal property.

- C. This contract term is in effect for a one-year period from July 1, 2012, through June 30, 2013. Any student beginning an enrollment term that ends beyond June 30, 2013, will be allowed to complete a course(s) under this agreement.
- D. This Contract may be renewed by the mutual agreement of the parties.
- E. Any resident of Black Hawk College District 503 who is approved by BHC may enroll at Scott Community College in one of the following programs: Auto Collision Repair Technology; Culinary Arts; Dental Assisting; Diesel Technology; Health Safety and Environmental Technology (HSET); Heating, Ventilating & Air Conditioning; Interior Design; Interpreter Training Program (discontinued after current students complete); and, Truck Driving. The contractual agreements will be conducted in accordance with the general provisions for Black Hawk College District 503 and the appropriate specific categorical procedures stated in this contract.
- F. Any resident of EICCD who is approved by EICCD may enroll at Black Hawk College in one of the following programs: Equestrian Science Technology; Fire Service Officer; Horse Science Technology; International Trade; Law Enforcement (AAS or Certificate option only); Massage Therapy and Bodywork; and Physical Therapy Assistant (PTA). The contractual arrangement will be conducted in accordance with general provisions for EICCD and the appropriate specific procedures stated in this contract.

II. STUDENT QUALIFICATIONS

- A. Any Black Hawk College student who, through prescribed contractual agreement, is enrolled by BHC in one of the aforementioned programs.
- B. Any EICCD student who, through prescribed contractual agreement, is enrolled by EICCD in one of the aforementioned programs.

III. SPECIFIC CATEGORICAL PROCEDURES

- A. Black Hawk College students will pay the BHC in-district resident tuition rate.
- B. EICCD students will pay the EICCD in-district resident tuition rate.
- C. Black Hawk College will pay EICCD for educational services at the EICCD in-district resident tuition rate for each semester hour of credit attempted under the terms of this agreement, plus mutually agreed upon fees.
- D. EICCD will pay BHC for educational services at the BHC in-district resident tuition rate for credit attempted under the terms of this agreement, plus mutually agreed upon fees.
- E. Students will pay tuition and all fees charged for any courses taken by the home and host institutions at their home institution.
- F. When tuition and fees change at either institution, the Business Office/Bursar must communicate the change within ten (10) days to the Business Office/Bursar at the reciprocity college.

IV. GENERAL PROVISIONS FOR BLACK HAWK COLLEGE STUDENTS WHO ARE ATTENDING SCOTT COMMUNITY COLLEGE AND FOR EICCD STUDENTS WHO ARE ATTENDING BLACK HAWK COLLEGE

- A. Tuition refunds for students enrolling, who for any reason discontinue attendance at either host college during any particular academic term, will be made in accordance with host college's tuition refund policy, based on the date the student withdrew. For such instances, the tuition refund will be paid directly to the student.
- B. Students who fail to comply with proper enrollment procedures may be subject to additional fees, such as cost of lost apportionment due to late or lack of proper enrollment.
- C. Each institution agrees to comply with attendance verification processes as required by each college's state regulations. EICCD agrees to comply with Illinois required mid-term roster verification process.
- D. Educational services fee billings to each institution will be based upon each student's status as of the tenth (10th) day for the fall and spring terms and the fifth (5th) day for the summer term at each respective institution. All institutional corrections to enrollment data will be made within the two (2) weeks following tenth or fifth day following each institution's start date.
- E. Each institution may extend financial aid to its own students covered by this contract, but is in no way obligated to do so. Financial aid funds will be awarded and disbursed according to each institution's policy and procedures. The home college may claim state and federal funds for its students attending a host college under this contract without interference of the host college.
- F. Students covered by this contract will be governed by the board policies, administrative regulations, campus and classroom rules as established by the host college. Students will also adhere to the policies and administrative regulations of the Educational Services Agreement as mutually accepted by BHC and EICCD.
- G. Grades and hours of credit issued for course work as listed on the agreed upon course master file and taken by students covered by this contract will be processed in a manner similar to that being used for students in general attending respective host colleges; however, credits granted for such course work will be the responsibility of each home college's registrar within ten (10) days following the close of the term.
- H. Each host college will keep a permanent record on each student for student advising and counseling purposes; however, maintenance of an official transcript on each student will be the responsibility of the home college except in the Physical Therapy Assistant (PTA) program where Black Hawk College shall serve as the registrar of record.
- I. Each institution will submit final grades within timeline prescribed by host college providing instruction. Students completing program requirements for programs covered by this contract may, at their discretion, participate in host college and home college commencement exercises; however, earned degrees and diplomas will be provided and granted by the home college unless the student submits a request for degree to be granted by the host college. (The exception will be

PTA graduates from EICCD will receive their degrees and official transcripts from Black Hawk College.)

- J. Each host college agrees to provide educational, advising, counseling, and administrative services for hosted students, unless otherwise specified in this contract, on the same basis that said services are provided to home students.
- K. Hosted students served under this contract will have the same admission, class selection, and attendance privileges as the home students. Enrollment may be limited to five hosted students per course/program, depending upon seat availability. (In PTA, enrollments may be limited to four.)
- L. Hosted students will pay appropriate graduation fees for their home college and, if choosing to participate in host college's commencement, the appropriate graduation fee of the host college.
- M. Students will pay any miscellaneous fees as assessed by the host college that are assessed to students in general. Such as:

- 1. Laboratory fee
- 2. Technology/computer user fee
- 3. Textbooks, materials
- 4. Tool kits, uniform rental and supplies—where applicable
- 5. Student insurance
- 6. Online fees
- 7. Other

These fees will be paid at the home institution.

- N. Each college agrees to pay the other college the term billing for educational services including appropriate bookstore vouchers provided within thirty (30) days of the receipt of each term billing, based on tenth (10th) day corrected enrollment data for the fall and spring terms and the fifth (5th) day for the summer term. Billings can be processed any time after thirty (30) days from the start of the term. An itemized statement must accompany the payment, including student's name, student identification and term of enrollment.
- O. Students attending a host college under this contract will be permitted to participate in all co-curricular activities at the host college, provided the appropriate student fee has been paid.
- P. The veteran's status (full-time, three-fourths, or one-half time) for a student must be the same at the home college as it is at the host college. The host college must immediately report to the home college in writing all adds and drops that cause a student's status to change to prevent overpayment of benefits.
- Q. Requests from high schools in the home district for visitation by host college officials will be scheduled in cooperation with home college officials.
- R. Students currently enrolled in high school, who have not completed their secondary education prior to initial college term enrollment, are not eligible to participate in this cooperative agreement.

- S. Either BHC or EICCD may, at its discretion, either separately or jointly, make application for and receive private, state, federal, or foundation grants for the purpose of furthering the educational goals of this contract; however, any such application must not alter the ability of either institution to receive state funds for their students even though educational services are being provided on a contract basis by the other institution.
- T. In recognition of the time requirements involved in obtaining state approval for course and/or curricular changes, each institution will give immediate notice to the other prior to any changes in programs covered by this contract. Such changes will be processed prior to the start of the term in which the curricular change is to take place in order for students to be enrolled.
- U. Assessment tests administered by Black Hawk College will be accepted by EICCD and will be valid for placement into Scott Community College programs. Assessment Tests administered [by or accepted by i.e., ACT] EICCD will be accepted by Black Hawk College and will be valid for placement with BHC. If assessment is necessary students should take the COMPASS assessment at the host college.
- V. ANY UNFORESEEN PROBLEMS ARISING FROM THIS CONTRACT WILL BE MUTUALLY RESOLVED BY OFFICIALS OF BHC AND EICCD.

V. NOTIFICATION

EICCD does not discriminate on the basis of race, color, religion, sex, national origin, handicap or age in the recruitment and admission of students, the recruitment and employment of faculty and staff, or the operation of its educational programs as specified by federal laws and regulations. The coordinator of compliance at EICCD is Lana Dettbarn at 563-336-3336.

BHC will make all educational and personnel decisions without regard to race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or status as a disabled veteran or Vietnam veteran, except as specifically exempted by law. The coordinator of compliance at BHC is Jo Johnson, 309-796-5005.

ASSURANCE STATEMENT

It shall be agreed that parties participating in this program will not discriminate in employment opportunities on the basis of race, color, religion, sex, sexual orientation, national origin, handicap or age.

This agreement is subject to the limitation as prescribed by the rules and regulations of the Illinois Community College Board or the State of Iowa Department of Education.

ILLINOIS COMMUNITY COLLEGE DISTRICT
503 (BLACK HAWK COLLEGE)

EASTERN IOWA COMMUNITY COLLEGE
DISTRICT (MERGED AREA IX)

By Thomas B. Baynum
Thomas B. Baynum, President

By Donald S. Doucette
Donald S. Doucette, Chancellor

Date Aug. 16, 2012

Date 3-11-13

Host College is the college providing instruction. Home College is the college in the state of student's residence.

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