



**GUIDELINES FOR
AUTHORIZATION OF JOINT
AGREEMENTS and
CHARGEBACKS**

INTRODUCTION

Illinois Community Colleges have established a mechanism for expanding career and technical educational opportunities for residents of the state. Under certain conditions, residents of community college districts may study at other community colleges utilizing Joint Agreements or Chargebacks. The following guidelines will define whether such study is possible and when a Joint Agreement is offered and when a Chargeback is offered.

JOINT AGREEMENTS

1. Definition of resident

A person is considered a resident of the College district who is 18 years of age or older and resides in District #509; or is less than 18 years of age and resides with parent or legal guardian in District #509; or is an emancipated minor and resides in District #509.

2. Definition of program

A program is defined as a sequence or cluster of related courses identified as a planned group of offerings leading to a certificate or Associate of Applied Science degree (AAS) which is publicized in the official catalog of an Illinois Public Community College and approved by the Illinois Community College Board and the Illinois Board of Higher Education. Individual courses, prerequisites, developmental classes, adult continuing education offerings, and non-credit offerings are not considered "programs" for approval purposes. Courses under 100 level and prerequisite courses are not covered under a joint agreement and must be completed at ECC. Persons enrolled at four-year institutions do not qualify for Joint Agreements for individual courses in which they may wish to enroll.

3. Joint Agreement programs

A request for a Chargeback will be denied if ECC has a Joint Agreement with another college for the same program or comparable curriculum components of the program requested. If two or more such agreements cover the same program, the student may apply for attendance at any of the institutions participating in a formal joint agreement.

4. Distance and inconvenience

Distance and inconvenience are not legal grounds for approval of Chargeback. If a program is offered by ECC or is covered under a Joint Agreement, then it is judged to be available. The time of day, the day of the week, location, modality, (online, fast track or face-to-face) or the particular term or semester of offering the program or its component parts has no bearing on approval of a Chargeback.

4. Limit on number of programs per applicant

Authorization is limited to one program per applicant at any time

5. Date for filing applications

Applications for Joint Agreements should be filed with ECC at least 30 calendar days prior to the official beginning of classes of the specific term or semester of the college the applicant expects to attend. Once the Joint Agreement is approved, it is usually valid for one academic year and must be renewed if the applicant wishes to continue for another year.

CHARGEBACKS

The Illinois Public Community College Act of 1965, as amended, provides that if a student wishes to take a program not offered in his home community college district, but offered in another public Illinois community college district, his or her home community college district should pay the non-resident portion of his or her tuition while he or she is enrolled in such a program (the difference between the in-district and out-of-district tuition of the school of attendance).

The pertinent clause of the legislation is contained in Section 110 - 6-2 of the Illinois Public Community College Act of 1965, as amended, and reads as follows:

"If a resident of a community college district wishes to attend the community college maintained by the district of his or her residence but the program in which the student wishes to enroll is not offered by that community college, and the community college maintained by the district of his residence does not have a contractual agreement under Section 3-40 of this Act for such program, the student may attend any recognized public community college in some other district, subject to the provisions of Section 3-17, and have his or her tuition, as defined herein, paid by the community college district of his or her residence while enrolled in a program at that college which is not offered by his or her home community college if he or she makes application to his or her home board at least 30 days prior to the beginning of any semester, quarter or term in accordance with rules, regulations and procedures established and published by his or her home board."

The following guidelines are used by the Elgin Community College (ECC) in implementing the Chargeback provisions of the Illinois Public Community College Act:

1. Definition of resident

A person is considered a resident of the College district who is 18 years of age or older and resides in District #509; or is less than 18 years of age and resides with parent or legal guardian in District #509; or is an emancipated minor and resides in District #509.

2. Definition of program

A program is defined as a sequence or cluster of related courses identified as a planned group of offerings leading to a certificate or Associate of Applied Science (AAS) degree which is publicized in the official catalog of an Illinois Public Community College and approved by the Illinois Community College Board and the Illinois Board of Higher Education. Individual courses, adult continuing education offerings, and non-credit offerings are not considered "programs" for approval purposes. Courses under 100 level and prerequisites are not covered under a chargeback and must be completed at ECC. Persons enrolled at four-year institutions do not qualify for Chargebacks for individual courses they may wish to enroll.

3. Determination of whether or not a program is offered by ECC

A Chargeback is not authorized if the desired curriculum is offered by ECC. The determination of whether or not the desired program is offered is made by comparing the relevant ECC programs with the desired curriculum and its component courses in the official catalog of the college the applicant wishes to attend. If ECC has a curriculum comparable, as determined by the Dean of Students, no Chargeback will be authorized.

4. Joint Agreement programs

A request for a Chargeback will be denied if ECC has a Joint Agreement with another college for the same program or comparable curriculum components of the program requested. If two or more such agreements cover the same program, the student may apply for attendance at any of the institutions participating in a formal joint agreement.

5. Distance and inconvenience

Distance and inconvenience are not legal grounds for approval of Chargeback. If a program is offered by ECC or is covered under a Joint Agreement, then it is judged to be available. The time of day, the day of the week, location, modality, (online, fast track or face-to-face) or the particular term or semester of offering the program or its component parts has no bearing on approval of a Chargeback.

6. Enrollment limitations

The fact that an ECC program may have limited enrollment, or is temporarily closed to enrollment, or is even regularly oversubscribed, is not considered a factor affecting approval.

7. Failure to meet entrance requirements

The fact that an applicant for Chargeback was previously refused admission to an ECC or Joint Agreement program because of failure to meet entrance requirements is not legal grounds for authorizing Chargeback for a comparable program at another public Illinois Community College.

8. Split program

Even though ECC offers the general education or non-technical courses of a program authorized for Chargeback, ECC will pay the non-resident tuition for all courses of a program rather than ask the student to split his/her enrollment and take the general courses with ECC and the technical courses in the neighboring district. If the student wishes to take these courses

at ECC, he/she should clear the transfer of the courses with the school he/she attends prior to registration at the ECC.

9. Limit on number of programs per applicant

Authorization is limited to one program per applicant at any time.

10. Repeating courses under a chargeback

The College will not pay more than once for any repeated courses for any reason, e.g. incompletes, failures, drops or withdrawals. If a student withdraws from a course and ECC incurs a charge, ECC will only be responsible for whatever amount would bring the final charge to 100%. (Examples: Student withdraws with ECC being billed for 30% of the cost; ECC would only pay 70% of the charge if the student repeats the course. Student withdraws with ECC being billed 100%; ECC would not pay for a repeat of the course.)

11. Continuity of authorization

If ECC has authorized Chargeback for the first year of a program in another district, and subsequently ECC develops a comparable program, the student is not required to transfer back to ECC for the balance of the program. Generally, once a program has been approved for Chargeback, ECC continues that approval, upon annual reapplication, until the program is complete. However, should a student withdraw from a program authorized by Chargeback (either by official notification or by not attending for three consecutive semesters), and that program is subsequently developed and implemented by ECC, a Chargeback will not be renewed and the student must attend the ECC program or pay out-of-district tuition should he/she elect to re-enter the program from which he/she withdrew. If Chargeback is authorized and the student permanently moves out of the ECC district, authorization is valid only for the current unexpired term or semester. Chargebacks will not be continued or honored if the student does not follow the program for which Chargeback was issued.

12. Date for filing applications

Applications for Chargeback should be filed with ECC at least 30 calendar days prior to the official beginning of classes of the specific term or semester of the college the applicant expects to attend. Once the Chargeback is approved, it is usually valid for one academic year and must be renewed if the applicant wishes to continue for another year.

13. Compliance guideline

ECC will audit each billing of Chargeback received, and any courses taken which are not a part of the approved program will not be honored for Chargeback; that is, **the entire out-of-district tuition for such courses must be paid by the student.**

14. Appeal of chargeback denial

If a request for Chargeback is denied by the Dean of Students, the student may appeal this decision. The student does this through a letter to initiate appeal submitted to the Dean of Students. This letter should outline in detail the reasons why the student feels an exception to these rules should be made. The letter will be forwarded to the Vice President of Teaching,

Learning, and Student Development. The student will be notified of the Vice President's decision.

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