

## ATTACHMENT VIII-E

ATTACHMENT VIII-E:	Running Start Program Renewal
Suggested Motion:	Move to approve the Running Start Program Agreement
Recommended Action:	Approve as presented

In December 2011, the Board approved an Intergovernmental Cooperation Agreement with Rock Valley College to provide a dual credit program referred to “Running Start.” Attached is the renewal of the Intergovernmental Agreement.

To be eligible, the student must meet certain pre-selection criteria as outlined in the Agreement and complete the following:

- RVC High School Programs Application for Admission
- All three ACCUPLACER placement tests and score at college level or submit ACT scores for possible waiver of the Placement test
- Submit high school transcripts
- Submit acceptance packet forms

The term of the renewal agreement is for two years. The cost to North Boone will be the equivalent of tuition and fees for courses taken per student per school year.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BOARD OF EDUCATION OF  
NORTH BOONE COMMUNITY UNIT SCHOOL DISTRICT NO. 200,  
BOONE COUNTY, ILLINOIS  
AND  
BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 511,  
WINNEBAGO COUNTY, ILLINOIS  
FOR RUNNING START PROGRAM**

This Agreement is made and entered into by and between the Board of Education of North Boone Community Unit School District No. 200, Boone County, Illinois ("DISTRICT") and the Board of Trustees of Illinois Community College District No. 511, Winnebago County, Illinois ("COLLEGE") (together, the "Parties") in the exercise of their intergovernmental cooperation powers under the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act and their respective powers under the School Code and the Public Community College Act.

**WHEREAS**, the Parties are authorized to enter into intergovernmental agreements for cooperative projects and use agreements in any manner not prohibited by law or by ordinance, pursuant to Article VII, § 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the School Code (105 ILCS 5/1-1 *et seq.*), and the Public Community College Act (110 ILCS 805/1-1 *et seq.*); and

**WHEREAS**, Running Start is a program that allows select, qualified, academically motivated students enrolled in Illinois Community College District 511 public high schools an opportunity to earn both their high school diploma and associate degree concurrently by attending COLLEGE full-time during their junior and/or senior years of high school; and

**WHEREAS**, the Parties have determined that shared commitment to Running Start goals benefits their constituencies and enhances educational opportunities for the communities they serve; and

**WHEREAS**, the Parties have determined that it is in their respective best interests and that of their constituencies to enter into this Intergovernmental Agreement for Running Start Program (hereinafter "Agreement").

**NOW, THEREFORE, IT IS AGREED** between the Parties, in consideration of their mutual promises and undertakings set forth herein and for other good valuable consideration, as follows:

**Section 1   Incorporation of Preamble Recitals**

The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference.

**Section 2   Implementation of Running Start**

DISTRICT and COLLEGE agree to collaborate to implement Running Start as a joint program, administered jointly by Rock Valley College and North Boone Community School District No. 200, according to the principles set out herein.

- A. The Parties intend to establish and offer Running Start to provide eligible DISTRICT students with full-time instruction at COLLEGE during their junior and/or senior years of high school in satisfaction of:
  - 1) DISTRICT's requirements for earning a high school diploma; and
  - 2) COLLEGE's requirements for earning an associate's degree.
- B. Any DISTRICT student interested in Running Start will meet with a DISTRICT high school counselor to discuss whether he/she meets pre-selection criteria set forth in Section II of the 2017-2018 Running Start Program Timeline (Appendix A). If an interested DISTRICT student meets said pre-selection criteria, he/she will follow the application process set forth in Sections III-V of the 2017-2018 Running Start Program Timeline (Appendix A).
- C. This Agreement does not cover those students who are not recruited by and identified by the DISTRICT to participate in the Running Start program.
- D. Instruction for DISTRICT students accepted into Running Start shall be provided by the COLLEGE, which shall charge the DISTRICT the cost equivalent of tuition and fees for courses taken per student per school year.
  - 1) This amount covers the cost of educating each DISTRICT student, including all fees.
  - 2) This amount does not cover textbook costs, which are the responsibility of each DISTRICT student.
- E. If a DISTRICT student is not successful academically or is not meeting Running Start academic standards, the COLLEGE will notify the DISTRICT two weeks prior to the end of the semester to allow for DISTRICT student's timely transition out of Running Start.
- F. Annually and within sixty (60) days after the end of each fiscal year (June 30), the DISTRICT and the COLLEGE will provide each other with reports regarding participating DISTRICT students' performance in each institution, including grades, test scores and attendance.

### **Section 3 DISTRICT Obligations**

DISTRICT will:

- A. Recruit eligible students to participate in Running Start;
- B. Ensure students who meet the free lunch or breakfast eligibility guidelines pursuant to Section 10-20.13(b) of the Illinois School Code (105 ILCS 5/10-20.13(b)) and who are accepted into Running Start are provided equal access to Running Start consistent with the requirements of the Illinois School Code;

- C. Provide students who successfully complete Running Start with credit towards a high school diploma; and
- D. Pay COLLEGE the cost equivalent of tuition and fees for courses taken per student per school year.

#### **Section 4 COLLEGE Obligations**

COLLEGE will provide participating DISTRICT students with:

- A. Technology accounts for Online Services, Eagle, and RVC Mail;
- B. Orientation, including a review of COLLEGE policies and procedures and a copy of COLLEGE's Student Handbook;
- C. Enrollment in STU 100, *Planning for Success*, during the summer preceding their fall semester enrollment; and
- D. Instruction opportunities in the following Running Start program areas:
  - 1) Engineering
  - 2) Science
  - 3) Liberal Arts
- E. Final grades within ten business days after completion of any course.

COLLEGE will ensure that any employee or agent of COLLEGE who has direct and regular contact with participating DISTRICT students undergoes a criminal history records check.

#### **Section 5 Participating DISTRICT Students' Obligations**

Participating DISTRICT students will:

- A. Complete information in the Acceptance Packet;
- B. Attend Orientation;
- C. Respond to email communication via RVC Mail on a daily basis;
- D. Schedule an advising appointment each semester with a Rock Valley College advisor in advance of assigned priority registration dates;
- E. Schedule an appointment each semester with a designated North Boone DISTRICT counselor to ensure each district student meets all requirements for high school graduation.

- F. Keep all scheduled appointments;
- G. Adhere to COLLEGE policies and procedures;
- H. Demonstrate qualities of integrity, honesty, civility and respect in their conduct both in and out of the classroom;
- I. Meet and maintain requirements as set forth in the Running Start Academic Conduct Policies;
- J. Earn a cumulative grade point average of 2.5 or higher or be placed on Academic Probation for one semester and be required to develop an Individual Academic Recovery Plan. Students who fail to raise their grade point average to 2.5 or higher after the Academic Probation semester may be dismissed from Running Start; and
- K. With support from parents and District, meet applicable high school graduation requirements ensuring high school graduation.

#### **Section 6 Shared Obligations and Understandings of the Parties**

- A. The DISTRICT and COLLEGE acknowledge and agree that this Agreement solely memorializes implementation of Running Start.
- B. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties.
- C. The Parties agree that their respective representatives shall use their best efforts to timely communicate with one another as needed to pursue the objectives and implementation of Running Start, and to work cooperatively to resolve any issues which may from time to time arise in the course of their collaboration. The Parties shall, not less than annually, review the provisions of this Agreement and update them as may be needed, only by written amendment(s) signed by their authorized representatives.

#### **Section 7 Miscellaneous Provisions**

- A. **Effective Date.** This Agreement becomes effective upon the date as of which it has been approved by both of the Board of Education of DISTRICT and the Board of Trustees of COLLEGE.
- B. **Term of Agreement; Non-Assignability.** This initial term of this Agreement shall run from the Effective Date through July 1, 2020. This Agreement is not transferable or assignable by the Parties.

C. **Termination.** Either Party shall have the right to terminate this Agreement in whole or in part upon providing written notice to the other Party at least 30 days prior to the last day of student attendance in any semester.

D. **Notices.** All notice required pursuant to this Agreement shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to DISTRICT:

North Boone Community  
Unit School District #200  
Attn: Superintendent  
6248 N. Boone School Road  
Poplar Grove, IL 61065  
Facsimile: (815) 765-2053

With a copy to Counsel:

Scott Nemanich  
Klein, Thorpe and Jenkins, Ltd.  
15010 S. Ravinia Ave., Suite 10  
Orland Park, IL 60462  
Facsimile: (708) 349-1506  
Email: [senemanich@ktjlaw.com](mailto:senemanich@ktjlaw.com)

If to COLLEGE:

Illinois Community College  
District No. 511  
Attn: Chief Academic Officer  
3301 North Mulford Road  
Rockford, IL 61114  
Facsimile: (815) 921-6974

With a copy to Counsel:

Joseph J. Perkoski  
Robbins-Schwartz  
55 W. Monroe Street, Suite 800  
Chicago, IL 60603-5144  
Facsimile: (312) 332-7768  
Email: [jperkoski@robbins-schwartz.com](mailto:jperkoski@robbins-schwartz.com)

E. **Amendments.** No change, modification or amendment to this Agreement shall be valid unless reduced to writing and approved by the Parties' respective governing boards.

F. **Good Faith and Dispute Resolution.** The Parties agree to use their best, good faith efforts to promote mutually beneficial shared use of the Facilities. In the event of a dispute arising under this Agreement which cannot be resolved informally by the HUB Project Coordinators and the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.

G. **Severability.** If for any reason any provision of this Agreement is determined by an arbitrator to be invalid or unenforceable, that provision shall be deemed severed and the balance of the Agreement shall otherwise remain in full force and effect.

The failure of a Party to this Agreement to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

H. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

I. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute on and the same instrument.

**WHEREFORE**, the Parties by their respective officers have executed this Agreement on the dates set forth below.

**BOARD OF EDUCATION**  
**North Boone Community**  
**Unit School District #200**  
**Boone County, Illinois**

**BOARD OF TRUSTEES**  
**Illinois Community College**  
**District No. 511**  
**Winnebago County, Illinois**

\_\_\_\_\_  
Matt Ellingson, President

\_\_\_\_\_  
Patrick Murphy, Chairperson

\_\_\_\_\_  
Mary Maxey, Secretary

\_\_\_\_\_  
Michael P. Dunn, Jr., Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX A**

### **Pre-Selection Criteria for District High School Students**

1. Meet with the District High School counselor regarding the selection process.
2. Must be in their high school sophomore or junior year to apply for Running Start.
3. Have a minimum 3.0 cumulative high school GPA
4. Be on track for high school graduation by the end of the sophomore year for the 2-year program; junior year for the 1-year program.
5. Completed one year of Algebra, one year of Geometry, and two years of English with a grade of "B" or higher in each course by the end of the sophomore year.
6. In addition, students applying for the 2-year Running Start Engineering program must have completed one year of Chemistry with a grade of "B" or higher.
7. Have a positive recommendation of the School Principal and/or Counselor.
8. Have the permission of a parent or legal guardian.

### **Admission Steps for District High School Students**

1. Complete and submit a Rock Valley College High School Programs Application for Admission.
2. Test at college level on the RVC ACCUPLACER placement test in Reading, English, and Math or submit ACT scores for possible waiver of the Placement test.
3. Submit high school transcripts.
4. After being accepted into the program, return completed acceptance packet forms to RVC's High School Connections office.