

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BOARD OF EDUCATION OF
NORTH BOONE COMMUNITY UNIT SCHOOL DISTRICT NO. 200,
BONNE 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 School DISTRICT, subject to the following terms and conditions.

- 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 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 the pre-selection criteria set forth in the Running Start Program Process Procedures (Appendix A). If an interested DISTRICT student meets said pre-selection criteria, he/she will follow the application process set forth in the Running Start Procedures to Fulfill Qualifications and Admissions (Appendix B).
- 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 COLLEGE, which shall charge the DISTRICT the cost equivalent of tuition and fees for courses taken per student per school year.
- E. If a DISTRICT student is not successful academically or is not meeting Running Start academic standards at the midterm grading period, COLLEGE will notify the DISTRICT Counselor within two weeks after the midterm date.
- F. At semester end, COLLEGE will provide the DISTRICT Counselor with student transcripts enrolled in Running Start.

Section 3 DISTRICT Obligations

DISTRICT will:

- A. DISTRICT will recruit eligible students to participate in Running Start.
- B. DISTRICT will 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. DISTRICT will be responsible for communicating to the COLLEGE the list of eligible

and approved students for the Running Start program by the COLLEGE's annual deadline.

- D. DISTRICT will be responsible for communicating to the Running Start students and a parent or guardian the enrollment and selection of courses defined as Running Start schedules.
- E. DISTRICT will be responsible for communicating to Running Start students and their parents or a guardian in regard to resolving disputes within the overall operation of the Running Start program, including the DISTRICT Running Start selection process results and qualifications.
- F. DISTRICT will be responsible for securing COLLEGE placement test scores from students for the selection process (pursuant to Appendix B).
- G. DISTRICT will be responsible for the pre-selection and final selection process (pursuant to Appendix B).
- H. DISTRICT will provide the COLLEGE with no less than one and no more than two points of contact i.e. DISTRICT Counselor to ensure effective and accurate communication.
- I. DISTRICT will provide advising for high school graduation requirements to Running Start students.
- J. DISTRICT will provide all counseling services to Running Start students.
- K. DISTRICT will provide students who successfully complete Running Start with credit towards a high school diploma.
- L. DISTRICT will communicate to the DISTRICT 200 students and their parents or a guardian that they are responsible for covering textbooks, and associated instructional material costs.
- M. DISTRICT will calculate the cost equivalent of tuition and fees with the assistance of the COLLEGE for the courses taken per Running Start students and pay the COLLEGE the cost associated with this tuition and fees calculation.

Section 4 COLLEGE Obligations

COLLEGE will provide participating DISTRICT students with:

- A. COLLEGE will provide technology accounts for Online Services, Eagle, and RVC Mail.
- B. COLLEGE will provide a mandatory orientation, including a review of COLLEGE policies and procedures and a copy of COLLEGE's Student Handbook.
- C. COLLEGE will offer the mandatory STU 100, *Planning for Success*, during the

summer semester preceding their fall semester enrollment. DISTRICT is responsible for the tuition and fees for STU 100 Planning for Success.

- D. COLLEGE will provide instruction opportunities to achieve an Associate of Arts degree or an Associate in Science degree.
- E. COLLEGE will provide final grades for courses within two weeks of the completion of each semester.
- F. COLLEGE will be responsible for administering COLLEGE placement test with and for students (pursuant to Appendix B).
- G. 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

The DISTRICT will cause participating DISTRICT students to comply with the following requirements (pursuant to Appendix B):

- A. Student will complete information in the COLLEGE Acceptance Packet.
- B. Student will attend mandatory COLLEGE Running Start Orientation.
- C. Student will respond to email communication via COLLEGE Mail on a daily basis.
- D. Student will schedule an advising appointment each semester with a COLLEGE advisor and DISTRICT counselor in advance of assigned priority registration dates.
- E. Student will schedule an appointment each semester with a designated DISTRICT High School counselor to ensure each DISTRICT student meets all requirements for Running Start and high school graduation.
- F. Student will keep all scheduled appointments.
- G. Student will adhere to COLLEGE and DISTRICT policies and procedures.
- H. Student will demonstrate qualities of integrity, honesty, civility and respect in their conduct both in and out of the classroom as noted in the COLLEGE Student Handbook.
- I. Student will meet and maintain requirements as set forth in the Running Start Academic Conduct Policies.
- J. Student will 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.

- K. Student will meet with the DISTRICT and a parent or guardian to ensure the applicable high school graduation requirements are met.

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, and that there are no other promises, representations, or agreements between the Parties except as provided in this Agreement.
- 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 identify any updates, as may be needed. Any such updates are subject to the requirements of Section 7.E, below.

Section 7 Miscellaneous Provisions

- A. **Effective Date.** This Agreement becomes effective upon the date as of which it has been approved and fully executed 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 commence on the Effective Date and expire automatically on June 30, 2022. This Agreement is not transferable or assignable by the Parties. There are no third party beneficiaries to this Agreement.
- C. **Termination.** Either Party shall have the right to terminate this Agreement at the end of any semester during the initial term and any extension thereof, by in whole or in part upon providing written notice of termination to the other Party at least 30 days prior to the last day of student attendance in any such 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 No. 200
Att'n: 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

If to COLLEGE:

Illinois Community COLLEGE
District No. 511
Att'n: Chief Academic Officer
3301 North Mulford Rd.
Rockford, IL 61114
Facsimile: (815) 921-6974

with a copy to counsel:

Joseph J. Perkoski
Robbins-Schwartz
55 W. Monroe St., Suite 800
Chicago, IL 60603-5144
Facsimile: (312) 332-7768
Email: 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 and operate the Running Start program. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties' designated representatives and the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties may, by subsequent written agreement, elect to 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. Counterparts may be exchanged in PDF format by email.

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

**Board of Education
North Boone
School District No. 200
Boone County, Illinois**

**Board of Trustees
Illinois Community COLLEGE
District No. 511
Winnebago County, Illinois**

President

President

Secretary

Secretary

Date

Date

APPENDIX A
DISTRICT Running Start Program Process Procedures

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 or Integrated Math 1 and Integrated Math 2 with a grade of "B" or higher in each course by the end of the sophomore year.
6. Completed two years of English with a grade of "B" or higher in each course by the end of the sophomore year.
7. Completed one year of Chemistry with a grade of "B" or higher by the end of the sophomore year.
8. Have a positive recommendation from the DISTRICT high school Principal and/or Counselor.
9. Have the permission of a parent or legal guardian.
10. Work with the DISTRICT high school counselor to complete steps outlined in Appendix B.

APPENDIX B

DISTRICT Procedures to Fulfill Qualifications and Admissions

Note: "DISTRICT" refers to North Boone DISTRICT 200. "RVC" refers to Rock Valley COLLEGE's Early COLLEGE Office.

1. DISTRICT Counselors determine list of students who are qualified.
2. DISTRICT Counselors determine who is interested in applying for the Running Start Program.
3. DISTRICT interested students complete an RVC Application for Admission.
4. DISTRICT Counselors send interested students to RVC to take the Accuplacer placement test. (RVC Application for Admission must be completed first.)
5. DISTRICT students will take the RVC Accuplacer placement test in Reading, English, and Math or submit ACT/SAT scores for possible wavier of the placement test.
6. COLLEGE Testing coordinators provide students the Accuplacer testing results.
7. DISTRICT students deliver the Accuplacer testing results to the DISTRICT Counselor.
8. DISTRICT Counselors review and determine if students are ready for COLLEGE coursework as part of the RVC Running Start Program based on Accuplacer scores.
9. DISTRICT staff will place student's data into a shared file that is compatible with MS Excel format. The file will include the RVC Student ID for each student and specify all students who are qualified based on DISTRICT selection criteria.
10. DISTRICT submits file of qualified students to RVC.
11. RVC generates an Accuplacer test results report based on the RVC student ID's provided to COLLEGE by DISTRICT.
12. RVC compiles the Accuplacer test results that describes college readiness based on the Accuplacer Test scores. The Accuplacer test results data will indicate all DISTRICT students who are qualified and not qualified for Running Start based on Accuplacer scores. RVC will send the report to DISTRICT to complete the DISTRICT selection process.
13. After DISTRICT selection process is conducted, DISTRICT will send final and approved DISTRICT Running Start student list to RVC.
14. RVC sends acceptance packet to DISTRICT students to final and approved DISTRICT Running Start students.
15. Accepted DISTRICT students return completed acceptance packet forms.
16. DISTRICT manages DISTRICT Running Start waiting list, if such list exists.
17. DISTRICT Counselors notify ALL students of award of placement into DISTRICT Running Start program OR placement on DISTRICT waiting list.
18. DISTRICT Counselors or Staff send transcripts to RVC of accepted Running Start students after spring grades are posted to confirm eligibility requirements have successfully been met.
19. Based on transcripts, if a student no longer meets Running Start eligibility requirements, RVC will notify DISTRICT to then inform impacted student.
20. Students and DISTRICT Counselors are responsible for ensuring students will meet DISTRICT High School graduation requirements.
21. RVC provides block schedules to DISTRICT Counselor for students enrolled in the DISTRICT Running Start program.

22. DISTRICT Counselors work with students to choose schedules during each semester in the program.
23. DISTRICT Counselor works with DISTRICT students and RVC on any changes to block schedules offered to the DISTRICT.
24. RVC provides students access to college advisors to assist with scheduling as needed.
25. When a student scheduling change is requested by the DISTRICT or the DISTRICT student, the student submits the "RVC Schedule Change Form" to DISTRICT Counselor for approval.
26. If approved, DISTRICT Counselor submits the signed "RVC Schedule Change Form" to RVC for processing.
27. RVC provides student transcripts to DISTRICT Counselor for each semester completed by participating students as soon as the transcripts become available.