

**INTERGOVERNMENTAL AGREEMENT BETWEEN
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 SENIOR SEMESTER PROGRAM**

This Agreement is made and entered into by and between the 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, Senior Semester is a program that allows select, qualified, academically motivated students enrolled in Illinois Community COLLEGE DISTRICT 511 public high schools an opportunity to earn a semester of college credits by attending COLLEGE full-time during a semester of their senior year of high school; and

WHEREAS, the Parties have determined that shared commitment to Senior Semester 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 Senior Semester 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 Senior Semester

DISTRICT and COLLEGE agree to collaborate to implement Senior Semester as a joint program, administered jointly by Rock Valley COLLEGE and North Boone Community Unit School District, subject to the following terms and conditions.

- A. The Parties intend to establish and offer Senior Semester to provide eligible DISTRICT students with full-time instruction at COLLEGE during a semester of their senior year of high school in satisfaction of:
- 1) DISTRICT'S requirements for earning a high school diploma.
- B. Any DISTRICT student interested in Senior Semester will meet with a DISTRICT high school counselor to discuss whether they meet the pre-selection criteria set forth in the Senior Semester Program Process Procedures (Appendix A). If an Interested DISTRICT student meets said pre-selection criteria, they will follow the application process set forth in the Senior Semester 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 Senior Semester program.
- D. Instruction for DISTRICT students accepted into Senior Semester shall be provided by COLLEGE, which shall then charge the cost of in-district tuition and fees directly to each individual participating student.
- E. If a DISTRICT student is not successful academically or is not meeting Senior Semester academic standards at the midterm grading period, COLLEGE will notify District staff within one week after the midterm date.
- F. At semester end, COLLEGE will provide the District staff with student transcripts enrolled in Senior Semester.

Section 3 DISTRICT Obligations

DISTRICT will:

- A. DISTRICT will recruit eligible students to participate in Senior Semester, identifying a maximum of 10 eligible students to participate In Senior Semester per school year.
- 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 5110- 20.13(b)) and who are accepted into Senior Semester are provided equal access to Senior Semester 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 Senior Semester program by the COLLEGE's annual deadline.
- D. DISTRICT will be responsible for communicating to the Senior Semester students and a parent or guardian the enrollment and selection of courses defined as Senior Semester schedules.
- E. DISTRICT will be responsible for communicating to Senior Semester students and their parents or a guardian in regard to resolving disputes within the overall operation of the Senior Semester program, including but not limited to the DISTRICT Senior Semester selection process results and qualifications and expectations of student independence not governed

by in loco parentis.

- 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 one point-of-contact i.e.; Principal, to ensure effective and accurate communication.
- I. DISTRICT will provide advising for high school graduation requirements to Senior Semester students.
- J. DISTRICT will provide all personal and academic success counseling services to Senior Semester students.
- K. DISTRICT will provide students who successfully complete Senior Semester with credit towards a high school diploma.
- A. DISTRICT will communicate to the DISTRICT 200 students and their parents or a guardian that they are responsible for covering textbooks, associated instructional material costs, and 100% of the in-district tuition and fees for the Senior Semester Program.
- L. District agrees to work with their Senior Semester students who have an IEP or 504 plan annually. DISTRICT will be responsible for including in the annual transition planning meeting a comprehensive transitional plan for Senior Semester. Rock Valley College Disability Support Services and Early College Department are available to assist with the transition planning.

Section 4 COLLEGE Obligations

COLLEGE will:

- A. COLLEGE will provide technology accounts for Self Service, 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 Senior Semester enrollment. The student is responsible for tuition and fees for STU 100, Planning for Success.
- D. COLLEGE will provide final grades for courses within two weeks of the completion of each semester.
- E. COLLEGE will be responsible for administering COLLEGE placement test with and for students (pursuant to Appendix B).
- F. 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.

- G. COLLEGE will ensure that instructors for Senior Semester courses are properly qualified to teach such courses, consistent with the Dual Credit Quality Act, 110 ILCS 27/16(5) and 110 ILCS 27/20. COLLEGE shall approve any instructors which DISTRICT identifies and recommends for use in the Senior Semester Program. Any DISTRICT-recommended instructors shall be hired and compensated by DISTRICT.
- H. COLLEGE will take appropriate steps to ensure that Senior Semester courses are equivalent in quality and rigor to other courses offered at the COLLEGE for college credit. COLLEGE will ensure that Senior Semester student learning outcomes are the same as other courses taught at COLLEGE. In addition, COLLEGE will annually evaluate course content, delivery, and rigor, consistent with COLLEGE'S review and evaluation policy for on-campus adjunct faculty, in consultation with the DISTRICT'S superintendent.
- I. COLLEGE reserves the right to modify or cancel classes based on instructor availability and/or student interest. COLLEGE will support and implement schedule request changes made by DISTRICT Counselor and commit to ensuring any schedule changes of DISTRICT 200 students are approved by DISTRICT Counselor or DISTRICT Director of Career Readiness before being made. In such circumstances the COLLEGE will notify the DISTRICT counselor of such changes.
- J. COLLEGE will maintain appropriate academic control over the curriculum of all Senior Semester Program courses, consistent with State and/or Federal law and as required or negotiated by the Higher Learning Commission.
- K. COLLEGE will evaluate and document the performance of students who complete dual credit courses, and share such data with DISTRICT. To the extent applicable, the evaluation shall not impact the instructor's performance evaluation under the School Code.
- L. COLLEGE will make publicly available and provide to each student all institutional policies relating to the academic standing of students enrolled in dual credit courses or the transfer of credit for dual credit courses.

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 Welcome Packet.
- B. Student will attend mandatory COLLEGE Senior Semester Orientation.
- C. Student will respond to email communication via COLLEGE Mail on a daily basis.
- D. Student will schedule an advising appointment at the midterm of the Senior Semester with a COLLEGE advisor and DISTRICT counselor in advance of assigned priority registration dates.
- E. Student will keep all scheduled appointments.
- F. Student will adhere to COLLEGE and DISTRICT policies and procedures.

- G. 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.
- H. Student will meet and maintain requirements as set forth in the Senior Semester Academic Conduct Policies (pursuant to Appendix C).
- I. Student will meet with the DISTRICT and a parent or guardian to ensure the applicable high school graduation requirements are met prior to the start of the Senior Semester.

Section 6 Shared Obligations and Understandings of the Parties

- A. The DISTRICT and COLLEGE acknowledge and agree that this Agreement solely memorializes implementation of Senior Semester, and that there are no other promises, representations, or agreements between the Parties except as provided in this Agreement.
- B. DISTRICT and COLLEGE agree to comply with all applicable federal and State nondiscrimination and equal opportunity laws, rules and regulations. DISTRICT and COLLEGE shall not engage in unlawful discrimination or harassment against any person based on race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection status, gender identity or expression, age, marital status, disability, genetic information, unfavorable military discharge, veteran status, or sex (including sexual harassment, sexual violence, sexual assault, domestic violence, dating violence and/or stalking), or any other legally protected category. The Parties will coordinate regarding an appropriate response to any report of alleged harassment, including sexual harassment, involving students or employees involved in the Senior Semester Program, taking into consideration the nature of the report, the parties involved and the location and context in which the alleged harassment occurred.
- C. In carrying out its respective obligations under this Agreement, each Party and its employees shall maintain the confidentiality of all personally identifiable information concerning the students enrolled in Senior Semester courses, and shall adhere to all applicable federal, State and local laws, rules and regulations now in effect or later adopted relating to the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/1 et seq. With regard to the education records/school student records and information to which a Party and/or its employees shall be granted access under this Agreement, that Party and its employees shall be deemed "school officials" with legitimate educational interests in such records and information. The Party and its employees shall have the right to access and use such records and information solely for the purpose of performing the Party's obligations under this Agreement. The Party and its employees shall not re-disclose personally identifiable student information that is received under this Agreement to any third party, except as directed or permitted by the other Party, or as required by law. Each Party shall have in place reasonable policies and procedures, which the other Party may monitor or audit upon request and with reasonable notice, to prevent such re-disclosure.
- D. 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.

- E. 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 Senior Semester, 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 8.E, below.

Section 7 Participation in the Senior Semester Program by Students with Disabilities

The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Senior Semester Program courses, provided that they are able to meet the criteria for entry into such courses:

- A. The DISTRICT will identify all eligible students based upon the requirements as set forth in the Senior Semester Pre-Selection Criteria (Appendix A) and DISTRICT Procedures to Fulfill Qualifications and Admissions (Appendix B).
- B. The process is established as follows:
- The DISTRICT will identify students who have a current IEP or 504 Plan on the final and approved DISTRICT Senior Semester list, as referenced in Appendix B.
 - The DISTRICT will ensure that each student with an IEP or 504 Plan and their parent/guardian is informed of the differences in college ADA accommodations versus high school accommodations.
 - The DISTRICT Counselor and COLLEGE Early College department will assist with connecting students to Disability Support Services so that college accommodations can be developed prior to the start of Senior Semester coursework.
 - The DISTRICT will assist in providing students a copy of their current IEP or 504 Plan to provide to the COLLEGE Disability Support Services.
- C. A student with a disability shall have access to the supplementary aids and accommodations included in their individualized education program under Article 14 of the Illinois School Code or Section 504 Plan under the federal Rehabilitation Act of 1973 while the student is accessing a Senior Semester Program course on DISTRICT's high school campus, in accordance with established DISTRICT practices for providing these services.
- D. A student with a disability who accesses a Senior Semester Program course on COLLEGE's campus shall have access to appropriate supplementary aids and/or accommodations for which the student is eligible through COLLEGE's Disability Support Services office. The Parties agree that the COLLEGE'S Disability Support Services office will coordinate with and involve the District in identifying appropriate supplementary aids and/or accommodations for eligible students.
- E. DISTRICT and COLLEGE shall regularly communicate regarding the progress, performance

and individual needs of students with disabilities who are enrolled in Senior Semester Program courses.

Nothing contained herein shall be construed as to release DISTRICT from its obligations as the "Resident District" and/or "Local Education Agency," as those terms may be defined in State or federal laws, rules and/or regulations relating to students with disabilities. DISTRICT represents and warrants that, at all times and during all situations governed by this Agreement, it shall remain the Resident District and Local Education Agency for any and all students with disabilities participating in the Senior Semester Program hereunder.

Section 8 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, 2027, but may be mutually extended by the parties for subsequent one (1) year terms. 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, 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
190 South LaSalle St, Suite 2550
Chicago, IL 60603-33410
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 Senior Semester 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 non-binding 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 a court or 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 one 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 Senior Semester 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 junior year to apply for Senior Semester.
3. Have a minimum 3.5 cumulative high school GPA.
4. Be on track for high school graduation by the end of the junior year for the one semester program.
5. Completed one year of Algebra 1, one year of Geometry, and Algebra 2 with a grade of "B" or higher in each semester by the end of the junior year.
6. Completed three years of English with a grade of "B" or higher in each semester by the end of the junior year.
7. Completed one year of Chemistry with a grade of "B" or higher in each semester by the end of the junior year.
8. Have a positive recommendation from the DISTRICT and 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.
11. DISTRICT may implement additional pre-selection criteria above and beyond the minimum pre-selection criteria given above.

APPENDIX B
DISTRICT Procedures to Fulfill Qualifications and Admissions

Note: "DISTRICT" refers to North Boone School District No 200. "RVC" refers to Rock Valley COLLEGE's Early COLLEGE Office.

1. DISTRICT determines list of students who are qualified.
2. DISTRICT Counselors determine who is Interested in applying for the Senior Semester Program.
3. DISTRICT interested students complete an RVC Application for Admission.
4. DISTRICT testing proctors will administer ACCUPLACER testing at DISTRICT campuses, or alternatively schedule a test date at the COLLEGE Testing Center (RVC Application for Admission must be completed no less than 1 week prior to testing.)
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. DISTRICT students with disabilities shall be provided reasonable accommodations, consistent with policies of DISTRICT and COLLEGE.
6. DISTRICT students will be allowed one re-test in Reading, English, and Math during the Senior Semester Application period for a cost of \$5 per subject re-test. If testing is proctored at the high school, RVC will waive re-test fees.
7. RVC provides ACCUPLACER scores report to District staff.
8. DISTRICT Counselors review and determine if students are ready for COLLEGE coursework as part of the RVC Senior Semester Program based on Accuplacer scores and/or SAT/ACT scores and pre-selection criteria.
9. DISTRICT staff will place student's data into a shared file that is compatible with MS Excel or Google Sheets format, with the RVC Student ID that contains all students who are qualified based on DISTRICT selection criteria.
10. DISTRICT Counselors update shared file with qualified DISTRICT Senior Semester students and alerts District staff that file has been updated.
11. District staff compiles list of all qualified DISTRICT Senior Semester students with RVC Student ID's and submits to COLLEGE.
12. COLLEGE will verify qualified students and send the confirmed report back to District staff to complete the DISTRICT selection process.
13. DISTRICT based on number of slots available (not to exceed 20 spots), District staff will select students based upon process outlined by DISTRICT.
14. After selection process is conducted, District staff will send final and approved DISTRICT Senior Semester student list to DISTRICT Master Schedule and COLLEGE.
15. DISTRICT Counselors notify ALL students of award of placement into DISTRICT Senior Semester program OR placement on DISTRICT waiting list.

16. COLLEGE sends welcome packet to DISTRICT students and request for transcripts to final and approved DISTRICT Senior Semester students.
17. Accepted DISTRICT students return completed welcome packet forms and transcripts to COLLEGE.
18. DISTRICT staff manages DISTRICT Senior Semester waiting list.
19. Students and DISTRICT Counselors are responsible for ensuring students will meet North Boone School District 200 graduation requirements.
20. COLLEGE provides schedules to district staff for students enrolled in the DISTRICT Senior Semester program.
21. District staff distributes schedules to DISTRICT counselors.
22. District staff will work with DISTRICT students and COLLEGE on any changes to schedules offered to the DISTRICT.
23. COLLEGE provides students access to college advisors to assist with scheduling, as needed
24. 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.
25. If approved, DISTRICT Counselor submits the signed "RVC Schedule Change Form" to District staff for processing to the Early College Office.
26. COLLEGE provides student transcripts to district staff for semester completed by participating students within two weeks of final grades posting.

APPENDIX C

Senior Semester Academic Conduct Policies

All *Senior Semester* students at Rock Valley College (RVC) are expected to demonstrate qualities of integrity, honesty, civility, and respect in their conduct, both in and out of the classroom. All RVC policies can be viewed in the Student Handbook found on our website: www.rockvalleycollege.edu. Adherence to all policies is essential and required to remain in the *Senior Semester* program.

ADVISING & COMMUNICATION

Senior Semester students are expected to:

- Meet with your high school program counselor for high school graduation and semester schedules.
- Only add or drop classes with your high school program counselor.
- Meet with an RVC Advisor for matters relating to RVC enrollment.
- Respond to communication via RVC Mail and EAGLE accounts on a daily basis.
- Keep all scheduled appointments.

ATTENDANCE POLICY

Students are expected to attend every class meeting and arrive on time. There is no college policy permitting absences. Each faculty member will decide when and how absences affect grades. It is the responsibility of the student to adhere to the course syllabus. If a student needs to miss class, they must contact their instructor and their home high school office.

MAINTAINING ACADEMIC INTEGRITY

Please refer to page 47 of the Student Handbook: <http://www.rockvalleycollege.edu/studenthandbook>

ACADEMIC EARLY WARNING

Transitioning from high school to college can be a challenge and students may find it difficult to adjust. The Early Warning System is designed to assist students by alerting the Dean of Students office of any student who misses class or struggles academically within the first few weeks of school. This early intervention is intended to make a difference in the student's academic performance before midterm and set a pattern of success for the rest of the semester.

Assistance to improve academic performance is available by taking advantage of the following:

- Meet with instructors to review course expectations and create a plan of action. Instructor office hours can be found on the course syllabus.
- Visit the Tutoring Center, Writing Center, and/or Math Lab for instruction, tutoring, and study skills enhancement. These services are free to RVC students.

DISMISSAL FROM PROGRAM

Senior Semester students may be dismissed from the program as a result of *any* of the following:

- Demonstration of behavior and/or attitudes that undermine the integrity and privilege of program participation, as deemed by RVC and/or the participating School District.
- Violation of any of the Code of Conduct policies and/or Academic Misconduct policies.

