

DUAL CREDIT PARTNERSHIP AGREEMENT WITH BLACK HAWK COLLEGE

This Dual Credit Partnership Agreement (hereinafter the "Agreement") is entered into this 1st day of August 2025, by and between Black Hawk College (hereinafter the "College") and **Rock Island-Milan School District #41** (hereinafter "District"), pursuant to the Illinois Dual Credit Quality Act (110 ILCS 27/1).

RECITALS

- The College and the District have agreed to provide dual credit instruction by and through a partnership with one another.
- This Dual Credit Partnership Agreement shall comply with the Illinois Dual Credit Quality Act and other applicable laws.
- This Dual Credit Partnership Agreement shall supersede any prior agreements between the Parties regarding dual credit delivery and administration.

AGREEMENT

1. **DEFINITIONS.** All capitalized terms used in this Agreement will have the meaning set forth in this Paragraph 1.
 - a. **"College Course Contact"** means an identified appropriate Dean or content faculty member to serve as a contact for a Type A Course Instructor whose responsibilities include:
 - i. Serving as a contact and ongoing resource to the Instructor during the course delivery, including being available for consultation on a timely basis as reasonably requested by the Instructor;
 - ii. Coordinating course administrative tasks, such as feedback on syllabi and course assessments;
 - iii. Sharing and supporting integration of updated course content materials used on campus, and notifying the Instructor of professional development opportunities; and
 - iv. Other support for implementing the Course Documentation as directed by the College.
 - b. **"Course Documentation"** means the written memorialization of the understandings reached by the Liaisons during the Course Planning process.
 - c. **"College Dual Credit Liaison,"** or **"College Liaison"** means an individual designated in writing by the College's President as having primary responsibility for the management and administration of this Agreement.
 - d. **"College Dual Credit Coordinator"** or **"College Coordinator"** means the individual designated by the College to manage the daily dual credit relationship with the District.

e. **"Course Planning"** means the process through which the course schedule and Course Documentation are completed by a date that enables the District to prepare the Instructor and enroll students as of the planned start date; ensure that all prerequisites and placement requirements are determined in time to ensure certainty for high school scheduling and enrollment; ensure adequate timing and engagement opportunities to address applicable Course Decision Areas; and ensure College Course Contact and Instructor have opportunity to discuss Course content, delivery and learning outcomes with an adequate onboarding process is designed and delivered to the Instructor.

f. **"Course Planning Decision Areas"** means course content and instruction, course administration, student prerequisites for enrollment (if any), instructor support and expectation, contingency plans and other professional expectations.

g. **"Course Request Form"** means the form attached as Exhibit A of this Agreement, or another form agreed upon by the Parties.

h. **"DCOA"** means the Dual Credit Quality Act (110 ILCS 27/1 et seq.).

i. **"DCQA Qualifications Requirements"** means any of the minimum academic credential requirements an Instructor must meet as set forth in paragraph (1), (2), or (3) of Section 20 of the DCQA.

j. **"District Dual Credit Liaison,"** or **"District Liaison"** means an individual designated in writing by the District's Superintendent as having primary responsibility for the management and administration of this Agreement and the dual credit relationship with the College.

k. **"Dual Credit Course"**, or **"Course"**, means a College course taken by a high school student enrolled in the District for credit at both the college and high school level.

l. **"Effective Date"** means either the date of execution by both the College and the District, or, if either Party does not execute the Agreement by the timelines required in Section 16 of the DCQA, the date established by either ISBE (with respect to the District) or ICCB (with respect to the College) as the Effective Date.

m. **"FERPA"** means the Family Educational Rights and Privacy Act of 1974, and the regulations at 34 CFR Part 99.

n. **"IAI"** means a course that has been designated to be included in the Illinois Articulation Initiative as part of the General Education Core Curriculum.

o. **"ICCB"** means the Illinois Community College Board.

p. **"In-District Rate"** means the College's in-district per credit hour tuition and standard fee rate as reported to and annually published by ICCB.

q. **"Instructor"** means a high school teacher proposed by the District to teach a Type A Course.

r. **"Instructor Qualifications Documentation"** means the documents necessary to for the District Liaison to complete the Instructor Qualifications Review Form to determine whether or not an Instructor meets the DCQA Qualifications Requirements.

- s. **"Instructor Qualifications Review Form"** means the form attached as Exhibit B of this Agreement, or another form agreed upon by the Parties.
- t. **"ISBE"** means the Illinois State Board of Education.
- u. **"Liaisons"** means the College Liaison and the District Liaison.
- v. **"Parties"**, and **"Party"**, are defined on the signature page of this Agreement.
- w. **"Supplemental Requirements"** means facilities, equipment, materials or required activities necessary to offer a Course.
- x. **"Type A Course"** means a Dual Credit Course taught at a high school or other District-managed location by one or more District teachers.
- y. **"Type B Course"** means a Dual Credit Course taught at a high school, other District-managed location, or online by one or more College faculty members.
- z. **"Type C Course"** means a Dual Credit Course taught at the College or a College satellite location (other than a District-managed location) by one or more College faculty members.

2. **COURSE OFFERINGS.**

- a. ***Type A Courses:*** The College retains the right to approve or deny Type A course requests in its sole discretion. The College may disapprove Type A Course requests if deemed necessary by the College to ensure appropriate levels of oversight and support for courses and other aspects of its dual credit partnership with the District. Type A courses may contain subject matter that is not typically found in high school curricula.
- b. ***Type B & Type C Courses:*** The College retains the right to approve or deny Type B and Type C course requests in its sole discretion. The Parties will mutually specify the Type B and Type C Courses, if any, that will be subject to this Agreement. Type B and Type C Courses are subject to cancellation or modification by the College in accordance with generally applicable College policies. In determining the offering of Type B and Type C Courses, the Parties will prioritize courses for which the District does not have sufficient qualified teachers to meet student demand. Type B and C courses may contain subject matter that is not typically found in high school curricula.

3. **COURSE REQUEST PROCESS.**

- a. ***New Courses.*** To initiate a request to offer a new Type A, B, or C Course, the District Liaison must complete and submit to the College Coordinator a Course Request Form for each proposed Course. Unless otherwise agreed to by the College, for a Fall semester Course, the Course Request Form must be submitted to the College Coordinator by no later than February 1 of the same calendar year. Unless otherwise agreed to by the College, for a Spring or Summer Semester Course, the Course Request Form must be submitted to the College Coordinator by no later than May 1 of the calendar year prior to the semester.
- b. ***Action on Course Requests.*** The College retains the right to approve or deny a Non-IAI Type A Course request or a Type B or Type C course request in its sole discretion. The

College will approve or deny the Course Request Form within fourteen (14) days of the College's receipt of the form. In the event the College needs additional time to make its decision, it shall notify the District in writing of the need for an extension of time and provide the anticipated date the response will be provided. If approved, the College shall proceed to the Teacher/Instructor Approval process in Paragraph 4 of this Agreement. If the instructor is approved, the College shall then proceed to the Course Planning and Documentation Process in Paragraph 5 of this Agreement. Upon the College's disapproval or the Parties' mutual agreement to discontinue the Course request and approval process, the District may pursue an alternative provider for that Course in accordance with Paragraph 7 of this Agreement.

4. TEACHER/INSTRUCTOR APPROVAL.

- a. Instructor Qualifications Review for Type A Courses. For a new Type A Course Request, the District Liaison will include with the Course Request Form the Instructor Qualifications Review Form identifying the proposed Instructor and demonstrating how the Instructor meets the DCQA Qualifications Requirements ("Instructor Qualifications Documentation"). The College Dean will review the Instructor Qualifications Documentation and will respond to the District Liaison with preliminary approval or disapproval within fourteen (14) days. If additional time is needed, the College Dean will notify the District Liaison of the need for such extension in writing and shall provide the anticipated date the response will be provided.
 - i. If preliminarily approved:
 1. The College Liaison will indicate preliminary approval on the Course Request Form pending receipt of the Instructor's official transcripts;
 2. If known by the College, the College will identify the College Course Contact; and
 3. The District Liaison will provide the official transcripts of the Instructor, and contact the College Coordinator to commence Course Planning and Documentation in accordance with Paragraph 5 below.
 - ii. If disapproved, the College Dean will identify the basis for disapproval in writing on the Instructor Qualifications Review Form and submit the written rationale to the District Liaison. The rationale must specifically indicate the basis for why the proposed Instructor does not meet the DCQA Qualifications Requirements, or another legitimate basis for why the College is unable to approve the proposed Instructor for the Course. The College cannot require an Instructor to exceed the DCQA Qualifications Requirements. Thereafter, the District Liaison may request an in-person or teleconference meeting to discuss the disapproval among the applicable College Dean, the Liaisons, the District Superintendent (or designee) and an additional College designee. The College will participate in such a meeting if requested. Further, upon disapproval, and with or without requesting a meeting

to discuss, the District may pursue an alternative provider for that Course in accordance with Paragraph 7 of this Agreement.

- iii. The District must submit a new Instructor Qualifications Review Form subject to the review and approval process set forth in this Section any time the District proposes a new Instructor assignment for an approved Course.

5. COURSE PLANNING AND DOCUMENTATION.

- a. Purpose & Schedule. The purpose of the Course Planning and Documentation process described in this Paragraph 5 ("Course Planning") is to ensure that Dual Credit Courses address equivalent content and include the same learning outcomes as those courses taught at the College. The College Dean with the support of the Liaisons will determine the schedule and logistics of Course Planning, provided that:
 - i. The Course Planning schedule must ensure its completion, including completion of the Course Documentation described in Paragraph 5(c) below, by a date that enables the District to prepare the Instructor (with respect to Type A Courses) and enroll students as of its planned start date;
 - ii. The schedule and logistics must ensure that all prerequisites and placement requirements are determined in time to ensure certainty for high school scheduling and enrollments;
 - iii. The schedule and logistics must ensure adequate timing and engagement opportunities to collaboratively address the applicable Course Planning Decision Areas described in Paragraph 5(b); and
 - iv. With respect to Type A Courses, the schedule and logistics must ensure the College Course Contact and Instructor have multiple opportunities to discuss Course content, delivery, and learning outcomes, and that an adequate onboarding process is designed and delivered for the Instructor.
- b. Course Planning Decision Areas. The Course Planning must result in documented agreement between the Liaisons on the administrative aspects and course content topical areas specified in this Paragraph 5(b) ("Course Planning Decision Areas") and must be described in the form attached as Exhibit A or another form agreed upon by the Parties. For Type A Courses, all of the Course Planning Decision Areas must be addressed. For Type B and C Courses, the Liaisons will determine which of the Course Planning Decision Areas are applicable to the Course Planning process for that Course.
 - i. Course content and instruction, including:
 - 1. Curriculum, which will include the College's sharing of core content materials and syllabi used for the Course on campus;
 - 2. Textbook and materials, which will include the College identifying any common textbook selected by faculty for all sections of the Course taught on campus;

3. Other facilities, technology, or equipment needed for the delivery of the Course, including the identification of any Supplemental Requirements;
 4. Assessment of learning outcomes, which will include the College sharing any common assessment materials and rubrics for the Course along with any expectations related to the College's assessment of student learning outcomes program; and
 5. Accreditation requirements.
- ii. Course administration, including:
1. Utilization of the College's course management system or another system acceptable to the Parties;
 2. The College's academic calendar and class scheduling requirements and the impact on delivery of the Course;
 3. The College's processes and timing for submission of class rosters and grades;
 4. Submission of the official course syllabus to the college 10 days prior to the start of the class; and
 5. The anticipated student count and number of sections.
- iii. Student prerequisites for enrollment (if any), placement requirements (if any), and any additional student registration or application requirements. The College will ensure that all placement requirements are evidence-based, include multiple appropriate measures to determine whether a student is prepared, address equity of high school student access to placement tests, and enable the use of standardized assessments appropriate to the grade level of potential students.
- iv. Instructor support and expectations, including:
1. If not already identified, designation of the College Course Contact;
 2. The onboarding process and expectations to ensure new Instructors are sufficiently trained in the Course content and learning outcomes, with expectations not to exceed those of adjunct faculty;
 3. Ongoing available and required training and professional development opportunities for the Instructor, including a description of trainings and workshops available for the specific discipline as established by the College, with expectations not to exceed those of adjunct faculty; and
 4. A description of the review and observation process to be used by the College under Paragraph 6, with student evaluation procedures applicable, which must include the College's provision of the instrument(s) to be used.
 5. Mixed Enrollment courses
 - a. Type A courses may allow a student who does not otherwise meet the College's academic eligibility requirements to enroll in a dual credit course taught at the high school, but only for high school

credit. The District teacher is required to differentiate the instruction for any student who does not meet the College's academic eligibility requirement. The students who do not meet eligibility requirements will not be awarded dual credit.

b. The District is responsible for establishing a procedure prior to the first day of class for notifying students and/or parent(s) or legal guardians of students who do not meet the eligibility requirements of the following information:

- i. the mixed enrollment status of the course.
- ii. the requirement that the course will be taught at the College level with differentiation for those not meeting eligibility requirements; and
- iii. the eligibility requirements for each student to be eligible to earn dual credit for the course.

c. The District is responsible for sharing the procedure with the College prior to dissemination to students and/or the parent(s) or legal guardian(s) of the students who do not meet the eligibility requirements.

v. Contingency plans that accommodate the delivery of the Course and minimize disruptions to students, including:

1. A contingency plan if the approved Instructor is no longer able to teach the Course, which may involve using a different qualified high school teacher or offering the Course as a Type B or Type C Course; and
2. Plans for the Course delivery in the event a long-term substitute is required.
3. Other unforeseen challenges such as, but not limited to weather cancellations, etc.

vi. Other professional expectations for the Course.

c. Course Documentation.

i. The Liaisons will jointly document the understandings arising from the Course Planning ("Course Documentation") no later than thirty (30) days prior to the scheduled first day of the Course, unless a later date is mutually agreed to by the Parties. If, however, despite good faith efforts, the Liaisons are unable to reach agreement on the Course Documentation, then either (a) the Parties may mutually agree not to offer the Course, or (b) either Liaison may refer the disputed matter or matters to the College's President and the District's Superintendent for resolution. If the disputed matter(s) can still not be resolved through good faith efforts within thirty (30) days, the District may pursue an alternative provider for that Course in accordance with Paragraph 7 of this Agreement.

- ii. The Parties will ensure the delivery of the Course in accordance with the Course Documentation, unless variances are mutually approved during the Course's delivery. If the College reasonably determines that the District is not adhering to the Course Documentation, the College Liaison will notify the District Liaison and provide the District with a reasonable opportunity to correct the matter. If, following a reasonable opportunity to correct, the District is not adhering to the Course Documentation, the College may withdraw its approval of the Course for the next semester, and the District may pursue an alternative provider for that Course in accordance with Paragraph 7 of this Agreement.
- iii. The College retains the right to determine and approve course content and documentation for all Courses. Courses may contain subject matter that is not typically found in high school curricula.
- d. Multiple Districts. The College may establish a Course Planning process with multiple school districts offering the same Course.
- e. Notice of College-Level Content. The District must provide notice prior to the first day of class to students and parent(s) or legal guardians of students that dual credit courses are for College credit and therefore the Courses and curriculum will contain College-level content and subject matter, some of which may involve complex themes, adult topics, diverse perspectives or other content which may be intended for mature audiences and not regularly found in high school curricula. The District is responsible for providing a copy of such notice to the College prior to the first day of class.

6. OBSERVATION AND REVIEW OF COURSE DELIVERY.

- a. Purpose: Process. The College's Chief Academic Officer or designee will observe and review the delivery of each Type A Course in a manner that is consistent with the College's review and evaluation policy and procedures for on- campus adjunct faculty and any related agreements set forth in the Course Documentation. The College will schedule and coordinate all aspects of the observation and review with the District Liaison in a collaborative manner. This evaluation shall not impact the Instructor's performance evaluation under Article 24A of the School Code. The evaluation may impact the Instructor's approved status and future eligibility as an adjunct faculty member for that Course in accordance with the College's evaluation policies and procedures.
- b. Sharing Results. No later than thirty (30) days after the observation and review, the College will share the results with the District Liaison and be available to discuss the results with the District Liaison, the High School Department Chair, and the Instructor.

7. ALTERNATIVE PROVIDERS. Upon disapproval by the College of a Course request, disapproval of an Instructor, failure to reach agreement on Course Documentation, or the College's withdrawal of Course approval, the District may pursue an alternative provider of that

Course, and will notify the College Liaison of its intent to do so. Thereafter, the College will not object to, or seek to limit, the District's ability to contract with another community college or institution of higher learning (whether in-state or out-of-state) for delivery of that Course for the time period that the specific Course at issue would have occurred. Nothing in this Agreement restricts the ability of the District to pursue Dual Credit Course delivery with an in-state institution of higher learning at any time, for any reason.

8. COST AND FEE STRUCTURE.

a. Cost Structure - Type A Courses.

- i. Each student is responsible for making payment to the College for all Course costs in Type A Courses in accordance with this Agreement. Students will be billed directly by the College and will be required to submit timely payments.
- ii. The cost structure for Type A Courses, on a per credit hour basis, shall be the dual credit tuition rate for courses taught by qualified and approved high school faculty.
- iii. No other fees or costs will be charged by the College for Type A Courses, except as provided in Paragraph 8(d) regarding Supplemental Requirements.
- iv. The College will utilize revenue received by the District for Type A Courses for the coordination and administration of dual credit partnerships with school districts and the delivery and administration of Dual Credit Courses (which may include all Types).

b. Cost Structure - Type B Courses.

- i. Each student is responsible for making payment to the College for all Course costs in Type B Courses in accordance with this Agreement. Students will be billed directly by the College and will be required to submit timely payments.
- ii. The cost structure for Type B Courses, on a per credit hour basis, shall be at in-district tuition rates.
- iii. A minimum of ten (10) students must be enrolled for a Type B course to run.
- iv. No other fees or costs will be charged by the College for Type Courses, except as provided in Subsection (d) - "Supplemental Requirements" below.

c. *Cost Structure – Type C Courses.*

- i. For Type C Courses, the District will elect to either make payment on behalf of students or elect for students to pay tuition and fees to the College in accordance with generally applicable College policies and processes.
- ii. If the District elects for students to pay tuition and fees, tuition and fees will be charged in accordance with generally applicable College rates and policies.

d. *Supplemental Fees.* If the District is not able to provide or pay for the facilities, equipment, materials, or required activities necessary to offer a Course ("Supplemental Requirements") and the College is willing to address the Supplemental Requirements on behalf of the District to offer the course at a high school, the District and College must agree to a supplemental fee to cover the Supplemental Requirements.

e. *Textbooks and Materials.*

- i. For Type A and B Courses, the District will purchase textbooks and materials on behalf of students. For Type C Courses, the District may elect to either purchase such items on behalf of students, or have the students purchase textbooks and materials in accordance with standard College policies.
- ii. For Type A Courses, the College will specify whether a common textbook has been selected by faculty for all sections of the Course taught at the College.
 1. If there is no common textbook, the Instructor will propose the textbook, which must be approved by the College; textbook and materials must address equivalent content and the same learning outcomes as the outcomes expected of the same Courses taught at the College.
 2. If there is a common textbook and set of course materials, the common textbook and materials will be used unless the College, in consultation with the District, agrees to a different textbook and materials covering equivalent content and the same learning outcomes. The College will consider any alternatives proposed by the District, but the College will retain final decision-making authority.
- iii. For Type B Courses, the College faculty member will specify the required textbook and materials unless the faculty member, in consultation with the District, agrees to a different textbook and materials covering equivalent content and the same learning outcomes. The College and faculty members will consider any alternatives proposed by the District, but the College will retain final decision-making authority.
- iv. For any Type A or Type B Course where the College specifies the textbook, the College agrees to allow the use of the textbook for at least four (4) years, provided

the use of a previously published edition of the textbook does not appreciably impact the content and delivery of the Course.

9. CHARGES TO STUDENTS/FAMILIES. The District may charge students for fees, textbooks and materials in any instance where the District is paying the College for the Course or directly purchasing textbooks and materials. However, the District may not charge more than the amounts payable to the College or directly incurred by the District for textbook and material purchases on a per student basis under this Agreement.

10. INVOICING & PAYMENT PROCESSES. For Courses where the District is making payment to the College of fees and, if applicable, textbooks and materials, the College will invoice the District each semester based on enrollment activity throughout the first 10 days of the course, in compliance with and according to the College's refund policy. The District will pay the invoice in accordance with standard District payment processes.

11. STUDENT PLACEMENT, ADMISSIONS & TRANSCRIPTS

a. *Identification and Placement of Students.*

- i. The District Liaison will ensure that all students enrolling in a Dual Credit Course meet the Course prerequisites of the College as defined in the Course Documentation.
- ii. The District will provide copies of student transcripts in accordance with admission procedures of the College. The College will provide appropriate placement and assessment testing as set forth in the Course Documentation.

b. Student *Admissions.* The District Liaison will work directly with students to complete applicable registration and application materials. The College Coordinator will assist in any needed admissions and registration assistance. c. College Credit and Transcripts. The College will award college credit for each successful completion of a Dual Credit Course and record student grades on College transcripts. As the accrediting institution, the College is responsible for granting college credit and retains the rights to determine and approve course content.

c. College Credit and Transcripts. The college will award college credit for each successful completion of a Dual Credit Course and record student grades on College transcripts. As the accrediting institution, the College is responsible for granting college credit and retains the rights to determine and approve course content.

12. STUDENT ACADEMIC SUPPORTS & GUIDANCE

- a. The College will provide students and the District with information regarding:
 - i. The rights, responsibilities, and expectations of enrolled College students;

- ii. Student conduct policies such as academic integrity, consequences of plagiarism, and academic dishonesty; and
 - iii. Processes such as credit transfer.
- b. The Liaisons will jointly identify and establish pre-college and college transition advising services, supports for student progress monitoring, and supports to engage students in postsecondary counseling including, but not limited to advising on:
 - i. Articulation of Dual Credit Courses into postsecondary education degree completion plans;
 - ii. Financial aid and scholarship options;
 - iii. Class registration and scheduling; iv. Degree and certificate programs offered through the College;
 - v. Supports and services for individuals with disabilities to successfully transition into postsecondary;
 - vi. Other targeted supports for students who need additional support to successfully transition into postsecondary, as identified by Instructors; and vii. College policies, procedures, academic programs of study, and other support services provided by the College. The Liaisons shall describe the Parties' joint approach to pre-college and college transition advising services and supports in information disseminated in an agreed upon format to students.

13. DATA SHARING. To administer and assess the impact of this Agreement, the Parties will exchange student information, grades, and other appropriate data as permitted by FERPA and other applicable law. If a student is enrolled concurrently in the District and the College, the Parties may disclose the student's education records in accordance with FERPA and will mutually share data on the performance of students in a meaningful and timely basis. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. The Parties will institute policies and procedures designed to ensure that its employees and agents comply with FERPA and other applicable laws governing the privacy and protection of student education records, and will protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

14. DISABILITY RESOURCES & ACCESS. All Black Hawk College students, including dual enrolled students, have rights and responsibilities pursuant to state and federal law, including the Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. These rights include access to reasonable accommodations in qualified circumstances. The responsibilities of the student include: identifying as a person with a disability when accommodation is needed, seeking information and academic counseling, as well as taking an active role in making the accommodations work.

For high school students attending classes on Black Hawk Colleges' campus or a course taught by a Black Hawk College faculty member, students must provide documentation and meet with the Disability Resources & Access Coordinator to request accommodations and develop an accommodation plan. Required forms are available on our website: www.bhc.edu/disability.

Please note that a student may not be provided the accommodation requested. Reasonable accommodations will be provided as necessary and warranted. Examples of accommodations that may be provided include, but are not limited to:

- a. **Testing:** Extended time, minimum distraction area, use of a reader, scribe, or computer and large print.
- b. **Note-takers:** A fellow student in class may be willing to make a copy of his/her notes. The student may choose to record the lecture (with instructor consent and permission) and later make notes from the recording. Sometimes instructors have a class outline or class notes they will share with the students.
- c. **Books in alternative format:** Staff members will assist students in obtaining textbooks or other class materials from publishers or use software to create an audio book if not available from the publisher. Students are still required to purchase the textbook prior to requesting an audio book.
- d. **Equipment loan:** The office may have digital recorders, handheld magnifiers, and talking calculators available.
- e. **Assistive technology:** The office may have ZoomText, Natural Reader, Jaws for Windows, Read & Write (RW), and Kurzweil 3000 software available in the Disability Resource & Access Office. The Disability Resource & Access Office may provide training on assistive technology.
- f. **Sign language interpreters:** Interpreters may be provided for classes and other campus activities.

For high school students enrolled in courses taught at their high school and taught by a high school faculty member, they will work with their high school IEP team to set up accommodations according to acceptable college course standards and applicable laws and regulations. They are not required to meet with the Disability Resources & Access Coordinator. Requests for modifications which would reduce academic expectations, alter the curriculum or which would eliminate essential components of any course are not reasonable accommodations as recognized by law. The District agrees to abide by the applicable accommodations afforded to students and will not modify, alter or eliminate essential components of any dual course offering.

15. TITLE IX & SEX/GENDER HARASSMENT, DISCRIMINATION AND MISCONDUCT. The College is committed to maintaining a respectful and professional academic and working environment for students, faculty, staff, and visitors. This includes having an environment free from unlawful sexual misconduct.

- a. The College and the District agree to collaborate during the investigative process

when allegations of sexual misconduct arise, as deemed appropriate by the College. In instances where the complainant and the respondent are both students enrolled in a Dual Credit Course taught at a high school or other District-managed location by one or more District teachers (Type A course), the College will defer to the District's Title IX complaint process. The District will inform the College if allegations are found and appropriate disciplinary sanctions may be rendered by the District and by the College.

b. Title IX complaints involving faculty and staff employed exclusively by the College, will be under the jurisdiction of the College's policies, investigation and adjudication process. Founded allegations will be treated as a personnel matter and will follow the College's disciplinary procedures. The College may share findings with the District, as deemed appropriate. Additionally, Type B and Type C courses involving student-to-student allegations will also be under the jurisdiction of the College and will be investigated and adjudicated by the College. The College will inform the District if allegations are founded and appropriate disciplinary sanctions may be rendered by the College and by the District.

c. The College's employees, under Title IX law, are considered "responsible employees" versus "mandatory reporters". However, in the event that a responsible employee becomes privy to reported acts of sexual harassment, discrimination or misconduct, the responsible employee may notify the College. The College agrees to notify the District's administration if allegations involving a minor under the age of eighteen (18) arise.

16. ANNUAL PARTNERSHIP REVIEW. The College and District will annually review their dual credit partnership under this Agreement during a joint meeting. The joint meeting will be scheduled by the Liaisons to align with the availability of data from the prior school year and deadline for establishing new Courses in the upcoming year. The joint meeting must include appropriate senior leadership of the Parties and address all of the following matters:

- a. Assessment of disaggregated data pertaining to Dual Credit Course enrollments, completions, and subsequent postsecondary enrollment and performance to the extent feasible;
- b. Review of successes and challenges pertaining to current Course offerings;
- c. Concerns regarding placement requirements or prerequisites for student enrollment, as well as consideration of remediation opportunities for high school students to broaden access;
- d. Anticipated expansion of Courses in the upcoming school year;
- e. Anticipated modifications to Course Documentation in the upcoming school year; and
- f. Recommended modifications to this Agreement or other policies and procedures of the Parties to improve Dual Credit Course delivery.

17. GENERAL PROVISIONS.

a. **Amendment.** This Agreement may be amended at any time by the written agreement of both Parties.

b. **Term.** This Agreement shall become effective on its Effective Date and shall remain in effect

unless terminated by the mutual agreement of the Parties. The Illinois State Board of Higher Education and the Illinois Community College Board shall be notified of any termination.

c. **Termination.** This agreement may be terminated by the mutual agreement of the Parties.

d. **Governing Law.** This Agreement is entered into pursuant to and in accordance with the Illinois Dual Credit Quality Act. This Agreement shall be governed in all respects by the laws of the State of Illinois.

e. **Disputes.** Each Party shall designate a Liaison. The Parties agree to use good faith efforts to collaboratively resolve any disputes regarding this Agreement through their Liaisons. Disputes regarding the College's basis for disapproval of Instructors for Type A Courses will be resolved in accordance with Paragraph 4. Disputes regarding the Parties' inability to reach agreement on course planning decision areas and course documentation despite good faith efforts will be resolved in accordance with Paragraph 5. In the event any other dispute under this Agreement cannot be timely resolved, the parties may mutually agree to participate in mediation before a mediator chosen by the College. If mediation is not sought, either Liaison may refer the dispute to the College's President and the District's Superintendent for resolution. If the dispute cannot be resolved within thirty (30) days after referral to the College's President and the District's Superintendent, the Parties will notify ISBE and ICCB and the dispute will be resolved by authorized representatives of ISBE and ICCB. The resolution of the dispute by ISBE and ICCB shall be binding on the Parties.

f. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, regulation, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

SIGNATURES

FOR THE COLLEGE

President

Printed Name

Signature

Date

FOR THE DISTRICT

Superintendent

Printed Name

Signature

Date