

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the BOARD OF EDUCATION OF **Dupo Community Unit School District #196 (hereinafter referred to as “District196”)**, and the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT #522, ST. CLAIR, WASHINGTON, MONROE, MADISON, BOND, MONTGOMERY, PERRY, AND RANDOLPH COUNTIES, ILLINOIS (hereinafter referred to as "Southwestern Illinois College").

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate to obtain or share services and to exercise, combine, or transfer any power or functions, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoined jointly with any other public agency; and

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforesaid constitutional and statutory authorities; and

WHEREAS, the parties desire to enter into an agreement to provide a dual credit program referred to as "Running Start", and that the high school students shall be full-time students at Southwestern Illinois College.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained hereby, the parties agree as follows:

1. The above recitals are hereby incorporated herein and made a part of this Agreement.
2. Southwestern Illinois College agrees to provide the following for the benefit of the qualified students in **District196** in relation to the program, Running Start, which shall be offered at Southwestern Illinois College:
 - a. College credit courses for **District196** junior and/or senior (Running Start 1.0) level high school students (from **Dupo High School**) that provide dual credit, meeting the requirements for both a high school diploma and a Southwestern Illinois College Associate degree simultaneously or one year of college credit for Running Start 1.0.
 - b. The Running Start program will be administered through the Enrollment Development and Institutional Planning Division office at Southwestern Illinois College in conjunction with **Dupo High School**.

3. **District 196** high school students shall follow the stated Pre-Selection Criteria:
 - a. Meet with high school counselor regarding the selection process.
 - b. Have a 4.2/5.0 or 3.2/4.0 Cumulative GPA by the end of sophomore year.
 - c. Be on track for high school graduation at the end of referral year.
 - d. Complete one year of high school geometry and one year of high school algebra with a C or higher.

4. **District 196** high school students shall follow the stated Admission Steps:
 - a. Complete and submit a Southwestern Illinois College New Student Information Form together with Proof of Residency.
 - b. Complete incoming placement assessment and place into college algebra, a minimum of Math 112 and English 101, Rhetoric and Composition I.
 - c. Meet with SWIC staff member for advising.

5. **District 196** high school students must comply with the following:
 - a. Complete the course ORIE 110, College Success Strategies, with a grade of an A, prior to full-time enrollment.
 - b. Completion of English 101 and 102 with a grade of C or higher prior to entering the 2nd year
 - c. Meeting with SWIC staff member each semester.
 - d. Meeting with high school counselor each semester.
 - e. Maintain a SWIC cumulative GPA of 2.5 or higher each semester.

6. The cost for the program is \$4318 (Four Thousand Three Hundred and Eighteen Dollars) per school year, per student for each student who enters the program in the 2025-2026 school year. This amount covers the cost of tuition, course fees, student fees, and some direct expenses. Districts may choose to pay the entire cost of the program (\$4318) for each participating student (Option One below), have the entire cost of the program billed directly to the student/parent(s) (Option Two below), or the District may indicate the amount it wishes to pay for each student and the remainder of the program cost will be billed directly to the student/parent(s) (Option Three below).

Please mark the line below which indicates the District's choice for billing:

_____ **Option One** Bill the district for the entire program cost of \$4318 per student. Running Start contracts must state if the fees will be self-pay by the student or waive similar to other course fees under the Running Start program cost starting FY2025.

_____ **Option Two** Bill the student/parent(s) for the entire program cost of \$4318 per student.

_____ **Option Three** Bill the district for \$_____ and the student/parent(s) for \$_____. In Option Three, the total to be billed to the District and the student/parent(s) must equal \$4318.

In Options One and Three above, the district will be billed on or about August. In options Two and Three above, the student/parent(s) will be billed after the registration has been processed by Southwestern Illinois College.

_____ If the District wishes to be billed for students' books and required supplies, check this line. By checking this line, the high school district agrees to place a credit card on hold with the bookstore for required rental books. Books will be sold back during book buy back period and the proceeds returned to the District. Running Start contracts must state if the fees will be self-pay by the student or waive similar to other course fees under the Running Start program cost starting FY2025.

_____ If the District wishes to be billed for breakfast (\$5 per day) and lunch (\$7 per day) per student on school days when classes are in session at Southwestern Illinois College, check this line.

7. In the event that a student withdraws from the Running Start program and the District has selected Option One or Option Three above, a refund will be made to the District on the following schedule. If a student withdraws at least five calendar days before the start of the ORIE 110 class for which the student is registered, a full refund will be issued. Should a student withdraw after the student has completed ORIE 110 in the summer, but more than five (5) days prior to the start of the Fall Semester, a full refund less the cost of ORIE 110 will be issued. If a student withdraws at least five calendar days from the start of the Spring Semester, a 50% refund will be issued. No refunds will be issued for students who withdraw from a semester less than five calendar days before the semester begins. Refunds will be issued to the school districts if Option One (above) is selected, refunds will be issued to the student/parent(s) if Option Two (above) is selected, and refunds will be prorated between the district and student/parent(s) if Option Three (above) is selected.

8. Running Start participants will be excused from class at Southwestern Illinois College to participate in mandatory state testing at the high school.

9. Annually and within sixty (60) days after the end of each fiscal year (June 30), Southwestern Illinois College and **District 196** will provide each other reports (shared data) with regard to academic performance data including grades, test scores and attendance. These shared data can and shall be used for reporting to the state and for publication.

10. The term of this Agreement is for one year beginning May 1, 2023, and shall automatically renew for successive one-year periods unless terminated by mutual agreement or the actions of a party. This Agreement may be terminated upon written notice to the other party not less than ninety (90) days before July 1 of any year of this Agreement; provided, however, that the students enrolled in the Running Start Program at the time of such termination shall be afforded an opportunity to complete it the following year subject to the terms of this Agreement. It is understood that the summer term classes between the two years of the program are offered as part of the first year of the program.

11. Each party shall indemnify and hold harmless the other party from any claim or cause of action resulting from the act or omission of the indemnifying party, its agents and/or employees, with regard to this Agreement. Both parties specifically represent that this Agreement for indemnity does not waive any statutory immunity to which the parties may be entitled by law, nor does it create any rights of action in any third party.

12. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

13. This agreement constitutes the entire agreement between the parties hereto and there are no agreements, understanding, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

Dated the year and date first above written.

SOUTHWESTERN ILLINOIS COLLEGE

By: _____
Nick Raftopoulos, Board of Trustees Chairman Date _____

By: _____
Beverly Fiss, Board of Trustees Secretary Date _____

REPRESENTATIVE(S) OF **DISTRICT 196**

By: _____
Date _____