DUAL CREDIT INTERGOVERNMENTAL AGREEMENT BETWEEN GLENBROOK TOWNSHIP HIGH SCHOOL DISTRICT No. 225

OAKTON COMMUNITY COLLEGE DISTRICT No. 535

THIS DUAL CREDIT INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this 15th *day of March*, *2022* by and between the Board of Trustees of Oakton Community College District No. 535, Cook County, Illinois, (herein "Oakton" or "the College"), and the Board of Education of Glenbrook Township High School District No. 225, Cook County, Illinois (herein "the School District" or "District 225") (collectively "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 Illinois School Code and the Public Community College Act.

WHEREAS, Oakton is a community college district organized pursuant to the Illinois Public Community College Act (110 ILCS 805/1-1 et seq.) to serve the educational needs of the residents of its district in that capacity; and

WHEREAS, the School District is a public school district organized pursuant to the Illinois School Code (105 ILCS 5/1-1 et seq.) to serve the educational needs of the residents of its district in grades 9 through 12; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements for cooperative projects and use agreements in any manner not prohibited by law 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, the School District, in recognition of its responsibility for the education of high school students, seeks to provide an opportunity for its students to increase their readiness for success in college; and,

WHEREAS, the College, in recognition of its commitment to assisting the efforts of the School District and enhancing educational opportunities for students in the community it serves, has agreed to provide college-level coursework and instruction to qualified high school dual credit students, per the standards put forth in the Dual Credit Quality Act (110 ILCS 27/1 et seq.); and,

WHEREAS, it is for the Parties' mutual benefit to establish a Dual Credit Program that allows qualified students enrolled in the School District to participate in select courses and earn both high school and college credit simultaneously.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Role and Responsibilities of the College:

The College shall:

- 1. Provide opportunities for qualified students enrolled in the School District ("Dual Credit Students") to participate in Dual Credit courses that are of the same rigor and quality of other courses offered by the College. Dual Credit Students are subject to all Student Policies and Procedures as defined in the Oakton catalog.
- 2. Evaluate the credentials of Dual Credit faculty who will be teaching Dual Credit courses on the College's campus to ensure that they meet all applicable qualifications required by the College and the Dual Credit Quality Act.
- 3. Review and approve any high school Dual Credit instructor whom the School District recommends teach a Dual Credit course on the School District's campus, consistent with the Dual Credit Quality Act.
- 4. Provide instructional materials as required to complete the Dual Credit College coursework.
- 5. Determine where and how Dual Credit courses will be taught: at the School District, at the College, or online. Course offerings are subject to instructor and student availability, as well as Oakton and District 225 policies. A current list of Dual Credit course offerings pursuant to this Agreement, along with each course's location, shall be attached hereto and incorporated by reference as Exhibit A. Evaluate courses regularly and inform the District of any changes in available courses based on lack of staffing, lack of student interest, or other appropriate reason, in advance of the semester in which the course change will become effective.
- 6. Provide admissions and registration assistance, and access to other College support services to Dual Credit Students.
- 7. Provide the School District with an invoice of all applicable fees for registered Dual Credit Students, according to an agreed-upon the fee structure, which shall be attached hereto and incorporated by reference as Exhibit B.
- 8. Agree to comply with all Illinois and Federal Laws and regulations governing the education records and/or school student records of District 225 students.
- 9. Designate College staff and/or faculty who shall work with designated District 225 staff and/or faculty to annually evaluate the Dual Credit Programs, determine Dual Credit course offerings, coordinate Dual Credit Enrollments and articulate high school and college course equivalents.
- 10. Record Dual Credit courses and grades for each Dual Credit Student on the Student's Oakton transcript.
- 11. Provide public information promoting the Oakton/District 225 Dual Credit Program, including listing course offerings and articulation information in the College's regularly published schedule of classes, catalog, or other publication, and on the Oakton website, in accordance with standard College marketing practices.
- 12. Be responsible for the issuance and/or acquisition of any applicable local, State, and/or federal certificates for Dual Credit Students who successfully complete the Oakton/District 225 Dual Credit Programs.

13. Designate College staff to report on the performance of Dual Credit Students using the Perkins IV Title II Performance Measures (CPP) and Perkins IV Postsecondary Basic State Grant Performance Measures, and to complete ICCB A-1 reporting.

Role and Responsibilities of the School District:

The School District shall:

- 1. Ensure that any Dual Credit Students seeking credit for Career and Technical Education ("CTE") courses have completed the appropriate prerequisites for such courses.
- 2. Designate School District employees to work with Oakton faculty and/or staff to annually determine Dual Credit Program offerings, coordinate Dual Credit Enrollments, evaluate the Dual Credit Program, and articulate high school and college course equivalents.
- 3. Assist prospective Dual Credit Students with the completion of the Dual Credit Program application and submit Dual Credit enrollment materials to the College Transitions Office by the required deadlines.
- 4. Provide information about the Family Educational Rights and Privacy Act ("FERPA") to all Dual Credit Students and their parents to educate them on their respective rights with respect to the confidentiality of College records.
- 5. Pay all invoices issued by the College pursuant to this Agreement in accordance with standard School District payment processes and the Illinois Local Government Prompt Payment Act (50 ILCS 510/1 et seq.).
- 6. Pay textbook fees to the College for Dual Credit Students in cases where the School District has elected to be responsible for these charges. If the School District elects not to pay for a Dual Credit Student's textbooks, the Dual Credit Student shall be responsible for paying for all textbook purchases.
- 7. Record Dual Credit courses and grades on each Dual Credit Student's high school transcript, using the same course title as the Oakton course to clearly indicate that it was taken for Dual Credit.
- 8. Provide public information promoting the Oakton/District 225 Dual Credit Program in the School District's regularly published newsletter, student registration guide, or other publication and on the School District's web site in accordance with standard School District marketing practices, and distribute Dual Credit application and enrollment information to all eligible students and their parents.
- 9. Provide the College Transitions Office designee with a list of high school students enrolled in Dual Credit courses taught on the School District's campus.

- 10. Provide the College Transitions Office designee with copies of all Dual Credit Students' transcripts and any other records required by the College pursuant to its student admission procedures, in accordance with local, state, and federal privacy guidelines.
- 11. Provide academic and other support to students to facilitate their success in the Dual Credit Program, including but not limited to access to academic resource centers, counseling support, course orientation on dual-credit success, and ongoing access to instructional resources both digitally and physically.

Joint Responsibilities of the College and School District:

- 1. Compliance with the Dual Credit Quality Act. The parties acknowledge that each is subject to the provisions of the Dual Credit Quality Act (110 ILCS 27/), which was enacted to:
 - a. Reduce college costs.
 - b. Speed time to degree completion.
 - c. Improve the curriculum for high school students and the alignment of the curriculum with college and workplace expectations.
 - d. Facilitate the transition between high school and college.
 - e. Enhance communication between high school and colleges.
 - f. Offer opportunities for improving degree attainment for underserved student populations.
- 2. Confidentiality. 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 Dual Credit 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.

3. Facilitating Access to and Participation in Dual Credit Program for Students with Disabilities. The Parties will work collaboratively and utilize the following processes to ensure that individual students with disabilities have access to Dual Credit Program courses, provided that they are able to meet the criteria for entry into such courses:

In consultation with the student's academic counselor and teacher recommendations, students are encouraged to select courses based upon interest and needs including dual-credit course offerings. All course prerequisites must be met for placement in a dual credit course.

- a. High School students must have earned a minimum overall grade point average of 2.0 on a 4.0 GPA scale in order to be eligible for placement in a dual credit course. All course prerequisites must be met for placement in a dual credit course.
- b. Dual credit courses shall be available to qualifying students with disabilities and informational statements will be added to promotional materials that speak to the inclusion of students with disabilities in all dual credit courses for which they qualify.
- 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 Dual Credit Program course on the District's high school campus, in accordance with established District practices for providing these services.
- d. A student with a disability who accesses a Dual Credit Program course on the College's campus shall have access to appropriate supplementary aids and/or accommodations for which the student is eligible through College's Access and Disability Services office. The Parties agree that the College's Access and Disability Services office will coordinate with and involve the District in identifying appropriate supplementary aids and/or accommodations for eligible students.
- e. The Parties shall regularly communicate regarding the progress, performance and individual needs of students with disabilities who are enrolled in Dual Credit 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 Dual Credit Program hereunder.

Miscellaneous Terms:

1. **Term, Termination and Automatic Renewal**. This Agreement shall be effective for an initial three (3) year term, beginning March 14, 2022 and ending March 14 2025. Thereafter, the Agreement will automatically be renewed for subsequent three (3) year terms unless terminated pursuant to this Paragraph. Either party may terminate this agreement with or without cause at any time upon giving

sixty (60) days' written notice; however, any scheduled Dual Credit classes already in progress as of the termination date shall continue under this Agreement until the end of the semester in which the termination occurs.

- 2. **Amendments.** No change, modification or amendment to this Agreement shall be valid unless reduced to writing and approved by the Parties' respective authorized representatives.
- 3. Communications and Notices. All notices, requests, demands or other communications to be given pursuant to the terms of this Agreement shall be in writing, shall reference this Agreement, and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:

Dr. Charles Johns, Superintendent Glenbrook High School District 225 3801 West Lake Ave. Glenview, IL 60026 Dr. Joianne L Smith, President Oakton College 1600 E. Golf Road Des Plaines, IL 60016

with a copy in either case to:

Robbins Schwartz, 55 W. Monroe Street, Suite 800, Chicago, IL 60603

4. **Prohibition on Discrimination.** In performing their respective obligations under this Agreement, each Party agrees to comply with all applicable federal and State non-discrimination and equal opportunity laws, regulations. The School District and College shall not engage in discrimination or harassment against any person on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, pregnancy, sexual orientation, gender identity or expression, unfavorable discharge, or any other legally protected category. Each Party also agrees to comply with all applicable non-discrimination policies that the College promulgates, including but not limited to Oakton Board Policy Numbers 1100 (Nondiscrimination), 1101 (Harassment), and 1102 (Sexual Misconduct). Any contract entered into for goods or services rendered pursuant of this Agreement shall contain a provision requiring nondiscrimination as set forth herein.

The Parties will coordinate regarding an appropriate response to any report of alleged discrimination or harassment, including sexual harassment, involving students or employees involved in the Dual Credit Program, taking into consideration the nature of the report, the parties involved and the context in which the alleged discrimination or harassment occurred.

5. **Privileges and Immunity.** Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of Oakton or any of its Trustees, officers, employees, attorneys, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.

- 6. **Entire Agreement; No Assignment**. This agreement contains all of the terms agreed upon between the parties. It may not be assigned by either party without the express written consent of the other, and shall be binding upon any successors of the parties.
- 7. **Severability.** If for any reason any provision of this Agreement is determined by a court of competent jurisdiction 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.
- 8. **Governing Law and Venue.** This agreement shall be governed by and construed under the laws of the State of Illinois, and venue in any action between the parties shall be in Cook County, Illinois.
- 9. **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.

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

BOARD OF EDUCATION OF GLENBROOK TOWNSHIP SCHOOL DISTRICT NO. 22	HIGH	BOARD OF TRUSTEES OF OAKTON COMMUNITY COLLEGE		
Superintendent Glenbrook Township High School District No. 225	Date	President Oakton Community College	Date	
Board President Glenbrook Township High School District No. 225	Date	Board of Trustees Oakton Community College	Date	

EXHIBIT A Oakton Community College Dual Credit courses taught at Glenbrook Township High School, District 225 AY 2021-2022

School	Course Prefix	Oakton Course Name	Credit Hours	HS Course Name
GLENBROOK NORTH	CAD 105	Industrial Design Engineering	4	Introduction to Engineering Design
GLENBROOK NORTH	CAD 116	Basic AutoCAD	3	Architecture 163
GLENBROOK NORTH	CAD 117	Intermediate AutoCAD	4	Architecture 263
GLENBROOK NORTH	CAD 210	Industrial Design Engineering Techniques	4	Principles of Engineering
GLENBROOK NORTH	ECE 102	Child Growth & Development	3	Advanced Educational Foundations
GLENBROOK NORTH	MFG 120	Introduction to Welding	4	Welding I
GLENBROOK NORTH	MFG 125	Advanced Welding	4	Welding II
GLENBROOK SOUTH	CAD 105	Industrial Design Engineering	4	PLTW Intro to Engineering Design
GLENBROOK SOUTH	CAD 116	Basic AutoCAD	3	Architecture 163
GLENBROOK SOUTH	CAD 117	Intermediate AutoCAD	4	Architecture 263
GLENBROOK SOUTH	CAD 210	Industrial Design Engineering Techniques	4	PLTW Principles of Engineering
GLENBROOK SOUTH	ECE 102	Child Growth & Development	3	Preschool Internship
GLENBROOK SOUTH	ELT 221	Digital Circuit Fundamentals	3	PLTW Digital Electronics

GLENBROOK SOUTH	HIT 103	Introduction to the Medical Language	1	Medical Technology
GLENBROOK SOUTH	LAE 135	Forensics I	3	Forensics
GLENBROOK SOUTH	MAT 252	Calculus III	4	Multivariable Calculus & Linear Algebra
GLENBROOK SOUTH	MAT 260	Linear Algebra	3	Multivariable Calculus & Linear Algebra

EXHIBIT B

Oakton Community College Fees for Dual Credit Courses Glenbrook Township High School, District 225 AY 2021-2022

TUITION AND FEES

Oakton will not charge tuition and fees, except for the one-time only \$25 application fee per student, for

any dual credit course taught by a high school instructor who is paid by the high school. The high school

district will be responsible for securing the application fees and submitting them to the College. When

Oakton pays the instructor, tuition and fees ordinarily must be covered by appropriate state grants, student

payments, and payments by the high school, or some combination thereof. Oakton may make exceptions

to this and not charge tuition and fees.