

Illinois Central College
Early College Policy
Agreement



April 2017

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THIS AGREEMENT made this _____ by and between the BOARD OF EDUCATION OF _____ PUBLIC SCHOOLS DISTRICT # _____ (hereinafter referred to as "High School"), and the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT #514, PEORIA, TAZEWELL, WOODFORD, BUREAU, LOGAN, MARSHALL, LIVINGSTON, McLEAN, STARK, AND MASON COUNTIES (hereinafter referred to as "Illinois Central College").

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 the Intergovernmental Cooperation Act (5 ILCS 120/1 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 the parties are entering into this Agreement pursuant to and in accordance with the aforesaid constitutional and statutory authorities; therefore the following Early College opportunities are presented:

A) Early College at High School Campuses

In accordance with the guidelines set forth by the Illinois Community College Board (ICCB) in the Early College Quality Act of 2010 and the procedures established by Illinois Central College (ICC), High School and ICC agree to enter into a partnership to offer Early College (early college) courses for high school students who are interested in pursuing classes for both college and high school credit, located at the high school campus.

The high school district will:

1. Agree to enroll only students who are at least sixteen years of age and in the junior or senior year who wish to receive both high school and college credit.
2. Assist ICC personnel with online registration for all students enrolled in an Illinois Central College course prior to the end of the preceding term.
3. Ensure that participating students meet the college course prerequisite requirements, as applicable, and that only students qualified for the course are enrolled in that section. The high school will also provide documentation of the high school class roster and verification of meeting course prerequisites.
4. Recommend and approve all high school students who wish to enroll in early college courses.
5. Supply Illinois Central College with required information for recommended instructors: Up-to-date resume and official college transcripts are sent to the designated college administrator. (The appropriate college Dean or designee will then be responsible for approving the instructor to teach early college classes following Higher Learning Commission guidelines.)
6. Ensure that total class contact time meets or exceeds the college's requirements.
7. Use the required college textbooks for each course.
8. Ensure that the instructors follow the college's course syllabus. Submit a copy of the course syllabus to the Early College Coordinator by the end of the second week of classes.

9. Assess early college students using methods consistent with students in traditional credit-bearing college courses.

Illinois Central College will:

1. Provide Early College IAI transfer courses and first-year courses from ICCB approved occupational programs.
2. Provide the school district with copies of all official college course syllabi which contain course descriptions, prerequisites, learning outcomes, course content, methods of instruction, and grading.
3. Provide high school districts with current standards for college readiness course placement and support testing procedures.
4. Provide high school instructors with an orientation in course curriculum, assessment methods, and administrative requirements.
5. Provide the school district with information on all required textbooks, and manage book rental program for high school students.
6. Conduct an assessment to review, and approve or deny any instructor recommended by the school district to teach a early college course to ensure compliance with Higher Learning Commission qualifications to teach in that discipline, through a review of resume and transcripts.
7. Provide the school district with all appropriate forms including instructor/course evaluation forms and access/directions for online reporting of midterm attendance and final grades.
8. Provide appropriate placement testing, as required.
9. Award college credit and record student grades on college transcript.
10. Give Early college instructors the opportunity to participate in all activities available to other adjunct faculty, including professional development, seminars, site visits, and internal communication, provided that such opportunities do not interfere with an instructor's regular teaching duties.
11. Evaluate every early college course annually by faculty and Deans through the appropriate department to ensure consistency with campus courses, as required by the Higher Learning Commission.

B) Early College at Illinois Central College Campuses

High school students will have the opportunity to be enrolled concurrently at the High School and attend classes at Illinois Central College, earning early college during their senior year.

The parties agree as follows:

1. Illinois Central College agrees to provide the following for the benefit of the qualified students at the High School in relation to the Early College program which shall be offered at Illinois Central College:
 - a. College courses taken by high school students from High School will earn the

appropriate college credit towards an Associate Degree, while at the same time fulfilling requirements for a high school diploma from their high school.

- b. The program will be administered by Illinois Central College in conjunction with the High School.
2. High school students shall follow the stated Pre-Selection Criteria:
 - a. Meet with high school counselor regarding the selection process.
 - b. Meet High School's required academic criteria for program participation.
 - c. Be on track for high school graduation at the end of junior year.
 - d. Maintain a positive discipline record with no suspensions.
 - e. Meet the stated attendance and disciplinary requirements as determined by High School.
4. High school students shall follow the stated Admission Steps:
 - a. Complete and submit an Illinois Central College Application together with Proof of Residency and all required paperwork.
 - b. Meet required ACT score and/or complete Accuplacer placement test and score at college-level in all areas or successfully complete remediation activity.
 - c. Meet with ICC staff member for advising.
5. High school students must complete the following:
 - a. Participate in ICC New Student Orientation. Parent/guardian will participate in a parent orientation specific to the Early College program.
 - b. Meet with ICC staff member as needed. ICC will provide monthly attendance and grade updates to the student's high school counselor.
 - c. Meet with High School counselor as needed.
6. Annually and within sixty (60) days after the end of each fiscal year (June 30), Illinois Central College and the High School 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.
7. The term of this agreement is for one year beginning July 1, _____ 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.

C) PELL – Department of Education Experimental Sites Initiative

It is the philosophy of Illinois Central College that early college enrollment serves to increase accessibility to college for all students, to allow students to earn college credit while still in high school, to learn the rigors of college work, to shorten the time required to complete an undergraduate degree or certificate and to demonstrate their ability to complete college-level work when they apply for admission to colleges, universities, and vocational schools.

The Office of Postsecondary Education, Department of Education Secretary has authority to grant waivers from certain title IV, HEA statutory or regulatory requirements to allow a limited number of institutions to participate in experiments to test alternative methods for administering the title IV, HEA programs. Under this experiment, participating institutions will be provided a waiver of the specific statutory and regulatory provisions that prevent students who are enrolled in a secondary school from receiving Federal Pell Grants for enrollment in title IV-eligible postsecondary programs. Experimental Sites Initiative (ESI) experiments are designed to facilitate efforts by institutions to explore particular innovative practices aimed at improving student outcomes, the delivery of services, or both.

Illinois Central College requested permission and funding to participate in the Department of Education Experimental Sites Initiative (ESI), and has been selected for this program, which allows high school students from the High School to have the opportunity to enroll in a Title IV-eligible postsecondary program and be eligible for Title IV funding while taking early college or dual enrollment courses at their high school or as part of an approved Early College program.

The parties agree as follows:

1. ICC will require early college and/or dual enrollment students to enroll in a title IV eligible postsecondary program as regular students, as defined by 34 CFR 600.2 and will work in partnership with the high school to ensure that all federal and state requirements are met.
2. The use of Federal Pell Grant funds for developmental education coursework taken by students who are enrolled in a public secondary school is prohibited.
3. College courses taken by high school students from High School will earn the appropriate college credit towards a Title IV eligible degree or certificate, while at the same time may be used to fulfill requirements for a high school diploma from the appropriate high school.
4. ICC will ensure that after all Federal Pell Grants, State, local, institutional aid, or other resources have been applied to student charges, students are not responsible for any remaining institutional tuition charges as a result of enrolling in the postsecondary program as part of the institution's early college arrangement under the initiative.
5. Annually and within sixty (60) days after the end of each fiscal year (June 30), Illinois Central College and High School will provide 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 federal government, state government, and for publication as appropriate.
6. The term of this agreement is for one year and shall automatically renew for successive one-year periods, unless terminated by mutual agreement or the actions of a party. If the grant funding under the ESI is not received or not continued, this agreement may be terminated upon written notice to the other party not less than

D) Data Sharing Agreement

Between Illinois Central College District 514 and _____ High School District _____

This Data Sharing Agreement is intended to cover circumstances in which the above-named districts need access to data that contains personally identifiable information (social security numbers, names, etc.) belonging to current and former students. These circumstances include the following purposes intended to improve educational opportunities for the residents of these districts:

1. Increase collaboration between secondary and post-secondary systems;
2. Reduce the need for College remediation;
3. Promote greater awareness of post-secondary educational options including financial aid and academic resources;
4. Create seamless transition systems from secondary education to postsecondary education;
5. Ensure that individuals who are members of special populations have the opportunity to access and succeed;
6. Develop career path that contain multiple entry and exit points to facilitate student success and lifelong learning;
7. Increase curricular alignment and the development of integrated and applied curricular content;
8. Increase the opportunities for students to earn college credit while enrolled in high school;
9. Increase the opportunities for students to obtain marketable postsecondary certificates or degrees that support their career goals;
10. Create professional development programs designed to simultaneously engage and support secondary and postsecondary partners;
11. Utilize data to improve student and program outcomes;
12. Utilize data to determine patterns of student success and systemic barriers to success to be addressed by the partners.

1.0 Period of Agreement

The period of this Agreement shall be in effect from _____ until terminated in writing by a partner organization.

2.0 Constraints on Use of Data

Data supplied by the parties to this Agreement or collected by on behalf of the parties' students, prospective students, employees or alumni is the property of the parties to this Agreement and shall not be shared with third parties without the written permission of the parties to this Agreement. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this Agreement without the written permission of the parties to this Agreement.

3.0 Data Security

The parties to this Agreement shall employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by the parties to this Agreement.

3.1 Data Elements

Data shared shall be limited to the data elements specifically defined and authorized by the parties to this Agreement. If one or more of the parties wishes to collect additional data, they must submit a request in writing to the other parties. Under no circumstances shall any of the parties collect any information classified as Sensitive or Confidential without the express written approval of the parties to this Agreement.

3.2 Data Categories

The following definitions shall be used to classify data for security purposes:

Normal: The least restrictive class of data. Although it must be protected from unauthorized disclosure and/or modification, it is often public information or generally releasable under procedures of for processing public records requests. Examples of this class of data are: class schedules, course catalogs, general ledger data, and employee demographic statistics.

Sensitive: This class includes data for which specific protections are required by law or for which agencies are obligated to prevent identity theft or similar crimes or abuses. Examples of this class of data are: peoples' names in combination with any of the following: driver's license numbers, birth date, student ID number (SID), address, e-mail addresses, telephone numbers. Also included are: agency source code or object code, agency security data, education records including papers, grades, and test results, or information identifiable to an individual that relates to any of these types of information.

Confidential: Access to these elements are tightly controlled and audited. Examples of these data are: Social Security Numbers (SSN), financial profiles, medical data, and disciplinary records.

3.3 Data Handling Requirements

Data handling requirements may vary depending on the classification of data shared with each of the parties. However, it is anticipated that most data shared with the parties to this Agreement will involve a mix of data classes including Sensitive and possibly Confidential information. Therefore, whenever data elements are aggregated for collection, transmission, or storage, the aggregate data shall be handled using the protocols that apply to the most sensitive data element.

4.0 Personnel

4.1 Access to Data

The parties to this Agreement shall limit access to Sensitive and Confidential data to those staff members with a well-defined business or educational need.

4.2 Security Training

The parties to this Agreement shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting Sensitive and Confidential data.

4.3 Criminal Background Checks

The parties to this Agreement shall certify that all staff members with access to confidential information have been subjected to a bona fide criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by the parties to this Agreement.

4.4 Prohibition on Mobile Devices and Removable Media

The parties to this Agreement shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be strictly enforced.

5.0 Compliance with Applicable Laws and Regulations

The parties to this Agreement shall comply with all applicable federal laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA), the Illinois School Student Records Act (ISSRA) and the Health Insurance Portability and Accountability Act (HIPAA). Where applicable, the parties to this agreement shall also comply with all provisions of the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act"). Nothing in this Agreement shall be construed to require or permit the sharing or disclosure of a student's "education records" or "school student records," within the meaning of those terms under FERPA and ISSRA, between the parties or to third parties, without the written consent of the student or the student's guardian to the extent such written consent is required by FERPA and ISSRA. Nothing in this Agreement shall be construed to require or permit the sharing or disclosure of a student's "protected health information" within the meaning of this term under HIPAA, between the parties or to third parties, without the written consent of the student or the student's guardian to the extent that such written consent is required by HIPAA.

6.0 Freedom of Information Act

Pursuant to the Illinois Freedom of Information Act (FOIA), the parties to this agreement shall each appoint a designated FOIA Officer. Within three business days of receipt of a request, pursuant to FOIA, for any information or data covered by this agreement, the FOIA Officer for the party receiving the request shall notify his or her counterpart FOIA Officer for the other party of the request, in order to allow the party not receiving the request an opportunity to provide advice and input as to whether asserting any statutory exemption to the disclosure of the information or data is appropriate. To the fullest extent allowed by FOIA, the parties shall not divulge "private information" pursuant to a FOIA request. "Private information" means unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license

plates, except as otherwise provided by law or when compiled without possibility of attribution to any person.

7.0 Indemnification

The parties to this Agreement shall defend, indemnify, release, and hold said parties harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of the person.

8.0 Amendments and Alterations to this Agreement

The parties to this Agreement may amend this Agreement by mutual consent, in writing, at any time.

By the signatures of their duly authorized representative below, the parties intending to be legally bound agree to all of the provisions of this Data Sharing Agreement.

Date: _____

By: _____

Title: _____

Telephone: _____

Email: _____

Illinois Central College
1 College Drive
East Peoria, IL 61635

Date: _____

By: _____

Title: _____

Telephone: _____

Email: _____

_____, **High School District** _____

_____, **Illinois** _____