

College Credit Plus Partnership

Memorandum of Understanding

Between

Cuyahoga Community College District and the Brecksville Broadview Heights City School District

This Memorandum of Understanding ("MOU") is entered into as of 1/31/2018, between Cuyahoga Community College District ("College") with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115 and Brecksville Broadview Heights City School District ("School District") with an address at 6380 Mill Rd., Broadview Heights, Ohio 44147 (collectively, "the Parties")

RECITALS

WHEREAS, Ohio House Bill 487, which includes the College Credit Plus program ("Program"), was signed into law by Governor John Kasich on June 16, 2014; and,

WHEREAS, the College Credit Plus program governs arrangements in which a secondary grade student enrolls in a college and, upon successful completion of coursework taken under the Program, receives transcribed credit from the College and the high school; and,

WHEREAS, commencing at the start of the 2018-2019 school year, the College and School District desire to provide eligible secondary grade students with the opportunity to take college courses for high school and college credit; and,

WHEREAS, the College and School District agree to adhere to the applicable responsibilities and expectations included in Ohio Revised Code section 3365,

Now, therefore the Parties agree as follows simultaneously:

A. Student Eligibility:

1. All College ready students, grades 7 – 12, who qualify for College admission may participate.
2. Students, or their parents, must inform the School District, via the student's principal or equivalent, by the first day of April of the student's intent to participate in the Program the following year.
3. The student must:
 - a. Apply to the College in accordance with the College's established procedure for admission.
 - b. Meet the College's established standards for admission and for course placement.

B. The School District will:

1. Provide students enrolled in grades six through eleven with information about the Program prior to the first day of March each year.

2. Provide Counseling to students and their parents before the student participates in the Program to ensure the students and parents are aware of possible consequences and benefits of the Program. Counseling shall include, but not be limited to:
 - a. Program eligibility;
 - b. Academic credits;
 - c. Any necessary financial arrangements;
 - d. Transportation;
 - e. Support services;
 - f. Scheduling;
 - g. Student and parental responsibilities under the Program; and
 - h. Counseling services of the College.
3. Promote the Program on its website.
4. Schedule an informational session each school year to allow College personnel to meet with interested students and parents.
5. Implement a policy for awarding grades and calculating class standing for courses taken in the Program.
6. Develop and publish model course pathways and include those pathways among the School District's official list of courses offered through the Program.
7. Verify participants¹ are not taking more than thirty (30) college credit hours per academic year and not more than one hundred and twenty (120) college credits at the College during high school.
8. Develop a process to identify students who are economically disadvantaged.
9. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.

C. The College will:

1. Follow established standards and procedures for the admission of participants. Specifically, the College will:
 - a. Consider all available student data (e.g. grade point average, end of course examinations, etc.) to determine college readiness.
 - b. Give priority to its current enrolled individuals regarding enrollment in courses. However, once a participant has been accepted into a course at the College, the College shall not displace the participant for another currently enrolled individual.
 - c. Adhere to all capacity limitations that the College has established for specific courses.
2. Notify participant, participant's parent, participant's secondary school and superintendent of School District, not later than fourteen calendar days prior to the first day of classes of the term of participant's admission to the College and to specific course(s) in the Program.

¹ Ohio Revised Code 3365.01(M) defines participant as, "any student enrolled in a college under the program established by this chapter." Therefore, any time the word participant is used in this MOU, it refers to a student who is enrolled at Cuyahoga Community College through the College Credit Plus program. The use of the word student refers to an individual who is not yet enrolled at Cuyahoga Community College.

3. Provide, not later than twenty-one calendar days after the first day of classes for the new term, to each participant, participant's secondary school, and superintendent of School District:
 - a. The courses and hours of enrollment of the participant;
 - b. The option of reimbursement elected by the participant pursuant to Ohio Revised Code 3365.07.
 - c. A roster of participants from the School District enrolled in the College and a list of courses for each participant.
4. Promote the Program on the College's website.
5. Coordinate with the School District to present at least one informational session on the Program per school year for interested students and parents.
6. Assign a counselor as an academic advisor who is employed by the College to each participant enrolled in the College. The College shall ensure that the participant and counselor meet at least once to discuss the Program prior to the date on which withdrawal from a course would negatively affect a participant's transcribed grade.
7. If the teachers who are teaching Program courses at the School District are employees of the School District, the College will:
 - a. Provide at least one, three hour professional development session per school year;
 - b. Conduct at least one full-period classroom observation of each college credit plus course taught by each secondary teacher to ensure the course meets the quality of a College level course.
8. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.

D. Financial Expectations.

1. The College will use a tiered model for Program costs modeled after Ohio Revised Code section 3365 prescribed minimums. The College will work with faculty to keep textbooks affordable and, when appropriate, open source texts and recent editions will be suggested.
2. For courses offered at the School District and taught by School District teachers, the Ohio Department of Education shall reimburse the College the statutory floor as set by the Ohio Department of Higher Education by per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook.
3. For courses offered at the School District and taught by a College instructor, the Ohio department of education shall reimburse the College eighty dollars (\$80) per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook.
4. For courses offered at the College the Ohio department of education shall reimburse the College one hundred (\$100) per credit hour. The School District is responsible for the first fifty dollars (\$50) for each textbook.
5. Participant shall not be charged for any tuition, textbooks, or other fees to participate in the Program unless the participant, pursuant to Ohio Revised Code section 3365.06(A), elects at the time of enrollment to be responsible for payment of all tuition and the cost of all textbooks, materials, and fees associated with the course.

6. If the participant does not complete the College course or does not attain a passing final grade in the College course which the participant is enrolled under the College Credit Plus program, the superintendent or equivalent of the School District may seek reimbursement from the participant or the participant's parent(s) for the amount of state funds paid to the College on behalf of the participant for that College course. The School District may not seek reimbursement from participants it has identified as economically disadvantaged.

E. Courses. All courses offered by the College under the Program shall be the same courses that are included in the College's course catalogue for college-level, non-remedial courses and shall apply to at least one degree or professional certification at the College.

F. Instructor Credentials. Each instructor teaching a course under the Program shall meet the credential requirements set forth in guidelines and procedures established by the Higher Learning Commission. If the guidelines require School District teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework shall be applicable to continuing education and professional development requirements for the renewal of the School District teacher's educator license.

G. Miscellaneous.

1. Severability. The provisions of this MOU are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
2. Governing Law. This MOU and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
3. Notices. All notices or other written communications required or permitted under this agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as the Parties may substitute, by proving a written notice in the manner specified in this Section):

Notice to School District:

Attention: _____

Notice to College:

Cuyahoga Community College

700 Carnegie Ave
Cleveland, Ohio
44115
Attention: Heidi Nicholas

With a copy to:
Cuyahoga Community College
Office of General Counsel
700 Carnegie Ave.
Cleveland, Ohio 44236
Fax: (216) 987-4895

4. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officer or directors, to the extent allowed by law.
5. Amendments. This MOU may be modified or amended only by writing signed by both Parties.
6. Force Majeure. Neither Party is responsible to the other for nonperformance or delay in performance of the terms and conditions of this MOU due to the acts of Government, nature, war, riots and other causes beyond the reasonable control of the performing party.
7. Assignment. Neither party may assign its rights or delegate its duties under the MOU. Any attempted assignment or delegation in violation of this Section will be null and void.
8. No Third Party Beneficiaries. This MOU is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of both Parties.
9. Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU and neither party may make any commitment on behalf of the other or inference that such a relationship exist.
10. Complete Agreement-Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written between the Parties with respect to any indication that such exists.
11. Compliance with the Laws. In performing their obligations under this MOU, the Parties will comply with all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g, and shall not be unlawfully discriminate against any employee or student of the District or the College on the basis of race, sex, religion, disability, age, national origin, color, ancestry, genetic information, military status, sexual orientation, gender identity and expression, pregnancy, and veteran status.
12. Counterparts. Facsimile Signatures. This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single MOU between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

The Parties listed below, have the full legal right and authority and approval required by law to execute, deliver and perform this MOU and by their signatures are in agreement with the above stated conditions.

School District

Cuyahoga Community College District

Name: _____

Name:

Signature: _____

Signature:

Title: _____

Title: Provost/ EVP, Access, Learning & Success

Date: _____

Date: