College Credit Plus Partnership

Memorandum of

Understanding Between

Cuyahoga Community College District and XX

This Memorandum of Understanding ("MOU") is entered into as of February 1, XXXX, between Cuyahoga Community College District ("College") with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115 and XX High School ("School District") with an address at # Street, City, State Zip code (individually, the "Party," and 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 credit from the College and the high school on an official transcript; and,

WHEREAS, commencing at the start of the 2026-2027 school year, the Parties desire to provide eligible secondary grade students with the opportunity to take college courses for high school and/or college credit; and,

WHEREAS, the Parties agree to adhere to the applicable responsibilities and expectations included in R.C. Chapter 3365 and any additional requirements or guidance issued by the Chancellor of the Ohio Department of Higher Education (chancellor) or the Ohio Department of Education and Workforce (department),

Now, therefore the Parties agree as follows:

A. Student Eligibility:

1. All College-ready students, grades 7 – 12, who qualify for College admission are eligible to 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 next semester or full school year or by the first day of November of the student's intent to participate for the following semester.
3. The student must:
    a. Apply to the College in accordance with the College's established procedure for R.C. Chapter 3365.
    b. Meet the College's established standards for admission, enrollment, and for course placement.

c. Meet remediation-free standards and/or satisfy all other eligibility criteria under R.C. 3365.03.

B. School District responsibility:

1. Provide students enrolled in grades six through eleven with information about the Program prior to the day of 15th day of February 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. Course eligibility rules;
    c. Allowable credit hours;
    d. Athletic eligibility;
    e. Any necessary financial arrangements for tuition, textbooks, and fees;
    f. Transportation;
    g. Support services;
    h. Scheduling;
    i. Student and parental responsibilities under the Program, including the consequences and benefits of participation;
    j. Counseling services of the College;
    k. Academic and social responsibilities of students and parents;
    l. Information on the potential for mature content;
    m. The standard packet of information developed by the department.
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 such pathways in the School District's official list of courses offered through the Program. Incorporate Tri-C career pathways information, as made available.
7. Verify participants[1] are not taking more than thirty (30) college credit hours per academic

[1] R.C. 3365.01(M) defines "participant" as, "any student enrolled in a college under the program established by this

year and not more than one hundred and twenty (120) college credits at the College during high school.

8. Develop a process according to department rules to identify students who are economically disadvantaged.

9. Collect, report, and track data related to the Program on an annual basis, pursuant to R.C. 3365.15.

C. College responsibilities:

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 currently 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(s), participant's secondary school, and superintendent of School District of participant's admission to the College and to specific course(s) in the Program, no later than fourteen calendar days prior to the first day of classes of the term.

3. Provide to each participant, participant's secondary school, and superintendent of School District the following information, no later than twenty-one calendar days after the first day of classes for the new term:

    a. The courses and hours of enrollment of the participant;

    b. The option of reimbursement elected by the participant, pursuant to R.C. 3365.06 and 3365.07.

4. Provide to each participant's secondary school and superintendent of the School District a roster of participants from the School District enrolled in the College, and a list of courses for each participant.

5. Promote the Program on the College's website, including a sample template of its MOU.

6. Coordinate with the School District to present at least one informational session on the Program per school year for interested students and parents, including content on the benefits and consequences of Program participation and changes to Program

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.

requirements.

7. Assign a counselor who is employed by the College as an academic advisor to each participant enrolled in the College. The College shall ensure that the participant and counselor meet at least once to discuss the Program and enrolled courses prior to the date on which withdrawal from a course would negatively affect a participant's grade as reflected in a formal transcript.

8. Make an initial offer to teach College courses delivered under College Credit Plus in any modality or location, including those delivered in the high school, to the full-time faculty of Cuyahoga Community College. The College commits to an expedited process for determining the interest of its full-time faculty in teaching courses under College Credit Plus in any modality or location, including college courses taught in the high school. If no full-time faculty member of the College expresses an interest in teaching a College Credit Plus course(s) at the high school, the College will assign appropriately credentialed adjunct faculty to the course.

9. 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. Provide training and online support for the College's Learning Management System (LMS).

    c. 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.

10. Collect, report, and track data related to the Program on an annual basis, pursuant to R.C. 3365.15.

11. Require each participant to complete an orientation that meets the guidelines issued by the chancellor and department.

12. Commit to making higher education accessible to all eligible students with disabilities. The Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) mandate that post-secondary institutions ensure that qualified students with disabilities are not denied participation in, or the benefits of, post-secondary education. However, the Individuals with Disabilities Education Act (IDEA), as observed in a secondary school setting, is not applicable to institutions of higher education such as the College. The College recommends College Credit Plus students that may have a documented disability work directly with the College's Student Accessibility Services office to create a plan for accommodation.

13. The College will not change course content and/or expectations for students participating in the College Credit Plus program. Courses may require College Credit Plus program participants to work with individuals in a class as part of a team or project. Coursework may also require meeting with classmates outside of the classroom, or off campus. Course subject matter may include adult themes and

content. Course content will not be modified to accommodate the age of College Credit Plus participants.

D. Financial Responsibilities.

1. The College will use a tiered model for Program costs, modeled after the prescribed minimums of R.C. Chapter 3365. 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 College, the department shall reimburse the College eighty dollars ($80) per credit hour. The School District is responsible for the first fifty dollars ($50) for each textbook. For purposes of this MOU, "textbook" is defined as any literature, reading material, and/or publication that a professor, teacher, faculty member orinstructor requires for a course. A "textbook" can be any media, including but not limited toprint, e-book, electronic book, rental book, hard copy printouts, and electronic printouts, regardless of whether the "textbooks" are purchased outright, financed, leased, rented, or acquired by any other means of payment required by the College, publisher, and/or book dealer.

    a. Unused textbooks must be returned to the College's Bookstore no laterthan 7 weeks after the start of the full term and 5 weeks after the start of "O" session. If unused books are not received, the School District will be charged for all books that were shipped.

3. For courses offered at the School District and taught by a College instructor, the department shall reimburse the College forty-one dollars and sixty-four cents ($41.64) per credit hour. The School District is responsible for the first fifty dollars ($50) for each textbook.

4. For courses offered at the School District and taught by appropriately qualified School District teachers, the department shall reimburse the College forty-one dollars and sixty-four cents ($41.64) per credit hour. The School District is responsible for the first fifty dollars($50) for each textbook.

5. Pursuant to R.C. 3365.06(A), participant shall not be charged for any tuition, textbooks, or other fees to participate in the Program unless the participant 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. Public, private, and homeschool participants that opt to self-pay are not eligible to receive the College's discounted textbook rate.

7. 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 College and Higher Learning Commission (HLC) accreditation guidelines and procedures, including any alternative credentialing process, established by the chancellor. 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, 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 providing a written notice in the manner specified in this Section):

Notice to School District:

School District

Address

Attention: School Superintendent/Principal/Head of School

Notice to College:

Cuyahoga Community College

700 Carnegie Ave

Cleveland, Ohio 44115

Attention: Janice Taylor Heard, PhD, Associate Vice President Early College Opportunities

With a copy to:

Cuyahoga Community College Office of General Counsel

2500 East 22nd Street.

Cleveland, Ohio 44115

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, officers, 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 exists.

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 the subject matter hereof and 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 School District or the College on the basis of race, sex, religion, disability, age, national origin, color, ancestry, genetic information, militarystatus, sexual orientation, gender identity and expression, pregnancy, and/or 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 REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

The Parties listed below have the full legal right, 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: Executive Vice President, Academic Affairs
Date: _____	Date: _____