

MEMORANDUM OF UNDERSTANDING

Youngstown State University's

COLLEGE CREDIT PLUS DUAL ENROLLMENT PROGRAM

This agreement is made and entered into on the date of the last signature hereon (the Effective Date) by and between the School District listed on the signature page (hereinafter "the District") and Youngstown State University (hereinafter "YSU"), each a "Party" and together the "Parties".

WHEREAS, Ohio House Bill 487, which includes the College Credit Plus program, was signed into law on June 16, 2014 and effective as of September 17, 2014; and

WHEREAS, Ohio's College Credit Plus program governs arrangements in which a student enrolls in a college course and, upon successful completion of coursework, receives transcribed credit from the college; and

WHEREAS, commencing at the start of the 2022 – 2023 school year, YSU and the District desire to provide eligible students with the opportunity to take college courses for credit; and

WHEREAS, YSU and the District agree to adhere to the applicable laws, rules, responsibilities, and expectations included in Ohio Revised Code Chapter 3365, and in the rules promulgated and filed by the Ohio Department of Higher Education.

NOW THEREFORE YSU AND THE DISTRICT wish to confirm in writing the terms of their mutual and individual responsibilities related to offering this special program.

I. GENERAL DESCRIPTION OF THE COLLEGE CREDIT PLUS PROGRAM

- A. YSU and the District agree to cooperate in offering dual enrollment courses.
- B. The District is responsible for confirming the annual schedule of classes to be offered by YSU in the high school.
- C. The District is responsible for verifying class rosters (enrollment) each semester in accordance with the academic calendar published annually.
- D. The curriculum for the college course(s) will be defined by the academic department and offered in accordance with YSU policies and procedures in order to offer college credit.
- E. Students completing the college course(s) shall receive graded, transcribed credit from YSU based on the degree-granting authority possessed by YSU.
- F. YSU and the District will be in possession of confidential postsecondary educational records, and pursuant to the Family Educational Rights and Privacy Act (FERPA), will not share or disclose these educational records with any party other than the student, and District and YSU staff members with legitimate educational interests, unless the student grants written permission otherwise.

- G. The District will supply classroom and/or office space for meetings, student applications, advising, orientation, interviewing, testing, and information sessions when appropriate.
- H. Matters pertaining to the policies and procedures for the operation of the College Credit Plus program shall be determined by YSU's Office of College Access and Transition ("OCAT") and shall be consistent with the policies and procedures of YSU. Primary responsibility for the day-to-day administration of the program shall be shared by the District and OCAT.

II. COURSES

- A. When offered in the high school:
 - a. The YSU academic department determines how the course is offered and provides professional development, course oversight, and site visits.
 - b. The course(s) must use the textbooks, syllabus, assessments, learning objectives, and department final (if applicable) associated with that course. The course will not be altered due to the age of the students or the location of the course.
 - c. The YSU faculty mentor and Department Chair will share academic resources (for example, course archive materials, syllabi, projects, essays, assignments, exams, and rubrics) as applicable.
 - d. The District will ensure that their faculty meets with YSU faculty before course delivery and thereafter via phone, email, discussion board, in person, etc.
 - e. The District will provide support to YSU in assuring the course deliverables, including course rigor and depth and student outcomes, are achieved.
 - f. The District will provide dedicated space for course delivery that supports the delivery of instructional programs and operational needs, including laboratory space with the appropriate equipment and consumables.
 - g. The District will provide computer technology access and connectivity to support classes in the high school and online.
- B. When students take classes on campus or online:
 - a. The courses use the textbooks, syllabus, assessments, learning objectives, and department final (if applicable) associated with that course. The course will not be altered due to the age of the students.
- C. The District agrees to offer YSU 15/30 credit hour model pathways as follows:
 - a. YSU offers two types of model 15/30 credit hour pathways: Degree and Transfer.
 - i. Degree Pathways consist of courses that lead to a degree at YSU.
 - 1. Students planning to attend YSU may be encouraged to follow a YSU Degree Pathway.
 - 2. Courses are primarily Level I courses. Courses that are not Level I may be taken before completing 15 credit hours to remain on track towards degree requirements.

3. Degree Pathways for each YSU undergraduate college are located at <https://ysu.edu/ocat/college-credit-plus/ysu-ccp-pathways>.
- ii. Transfer Pathways consist of courses that will transfer to any University System of Ohio institution.
 1. Courses are part of the Ohio Transfer 36 and are all Level I courses.
 2. Transfer Pathways are in Appendix B.
- b. YSU does not guarantee seats for CCP students in courses.

III. STUDENTS

- A. Application and admission to this program shall follow procedures set forth and approved by YSU in accordance with institutional policies in force at the time of application.
- B. Students will be expected to meet the admission standards in force at the time of application to YSU.
- C. The student's application will be evaluated against Ohio's CCP Eligibility Criteria, Remediation Free Standards, and YSU's placement criteria, which may include considering high school preparation, performance on placement tests, state-mandated assessments, ACT or SAT scores, grade point average, and teacher recommendations.
- D. Students will be expected to attend an orientation and advisement session upon initial enrollment and required to meet with their assigned YSU academic advisor in order to enroll in a YSU course or courses.
- E. Students shall follow all policies and procedures in place at each participating location relative to parking and use of institutional services. Students shall enjoy full library privileges and use of academic resources at YSU through the use of their student identification card.
- F. A parent or guardian must accompany students under the age of 14 when they are on-campus taking classes or attending events.
- G. Students enrolled in the College Credit Plus program shall at all times follow the rules and regulations established by the affiliated institutions, agencies, or organizations participating in the delivery of this program. Student's course participation (for example, disability accommodations, attendance, grading, submission, and use of course materials) is controlled by YSU policies and procedures, including but not limited to the course syllabus and the YSU Student Code of Conduct (which includes behavioral concerns and incidents of misconduct). YSU's process for resolving any violations or misconduct will be final.

IV. FACULTY

- A. High School instructors teaching CCP classes for YSU will meet the standards in the "Commission Guidance on Determining Qualified Faculty" as established by the Higher Learning Commission and adopted by the Ohio Department of Higher Education.

- B. High School instructors teach in the College Credit Plus program at the discretion of the respective YSU Academic Department Chair, who may set standards higher than those noted above.
- C. Instructors apply by submitting a completed College Credit Plus Instructor Application.
- D. The YSU Academic Department Chair reserves the right to set forth a certain set of criteria for the instructor to obtain in order to maintain their status, including, but not limited to additional academic work. The cost associated with such work will be the responsibility of the high school instructor or the District.
- E. If a high school instructor does not meet the requirements of the academic department to teach the course, YSU will provide guidance on what the high school instructor can do to strengthen their application.
- F. YSU will provide faculty mentors to work with high school instructors teaching YSU courses. The mentor will meet with the high school instructor prior to course delivery and thereafter via phone, email, discussion board, in person, etc. The goal of their collaboration is to align with the rigor and expectations of the YSU course and provide mentorship on the instruction of the course.
- G. YSU will provide at least three hours of professional development per year.
- H. High School instructors may access and utilize YSU's course management system to upload course materials and resources, as well as to provide current class status via the grade book function.
- I. High School instructors must access and utilize YSU's Banner system to enter grades and access email.
- J. If any event or condition causes the high school instructor to miss more than 3 hours of instruction in any given semester, the high school instructor or the District administration must inform both the academic department sponsoring the course and the Office of College Access and Transition.
 - a. A substitute teacher who is not approved by YSU cannot teach the college course.

V. FISCAL ARRANGEMENTS

- A. Tuition for the program is aligned with the Ohio College Credit Plus tiered default rates.
- B. Tuition for courses taught by high school instructors on the high school campus will be the default "floor" amount.
- C. Tuition for courses taught in the high school by YSU faculty will be the default "middle" amount.
- D. Tuition for courses taught online or on the YSU campus will be the default "ceiling" amount.
- E. High school instructors will teach the course as a part of their regular workload with the District.
- F. YSU and the District will follow the State of Ohio's rules governing registration verification and invoicing for tuition.

- G. The District is responsible for verifying the course roster for accuracy by the established term add/withdrawal deadlines. Failure to report a course withdrawal may result in the District being responsible for tuition and the student receiving a W for the course.
- H. If a student fails the class or withdraws after the 14th day, no refund will be issued by YSU. It is up to the District to determine if the student will be responsible for the tuition that was paid on their behalf.
- I. Financial aid and scholarship assistance are not available to students enrolled in this program.

VI. OTHER CONSIDERATIONS

- A. The Parties agree that all applicable Federal and State laws against discrimination and all rules and regulations promulgated thereunder shall be applicable to all activities under this Memorandum of Understanding.
- B. It is the intent and understanding of the Parties to this Memorandum of Understanding that each and every provision of law required to be inserted into this document shall be and is deemed inserted herein, and if through mistake or otherwise such provision is not inserted or is not inserted in correct form, then this Memorandum of Understanding shall forthwith upon the application of either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of any Party.
- C. This Memorandum of Understanding shall be governed and construed, and the rights and obligations of the parties, shall be determined in accordance with the laws of the State of Ohio.
- D. Under this document, the District and YSU shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations.
- E. All courses offered in this program shall be noted in the appropriate literature of YSU. The OCAT representative from YSU shall have the opportunity to review and approve publications containing information about this joint program prior to publication or creation.
- F. The District and YSU shall be solely responsible for the salary and other terms of employment for their respective faculty and staff participating in the delivery of this program.

VII. TERMS OF AGREEMENT

- A. The terms of this Memorandum of Understanding shall commence on the effective date of this document as previously stated herein. This Memorandum of Understanding shall terminate upon thirty days written notice by one of the Parties that it wishes to terminate the Memorandum of Understanding.
- B. Both parties agree to abide by any new laws or rules issued by the Ohio Department of Higher Education that may contradict any terms in this agreement.
- C. Any notice shall be in writing and sent via certified mail, return receipt requested, to the other Party's address listed on the signature page.

- D. In the event that this Memorandum of Understanding is terminated by one of the Parties, it is expressly understood and agreed that the Parties shall abide by the terms of this document and continue the College Credit Plus program for a reasonable period of time from the date of the notification to students enrolled in the program in order to allow them sufficient time to complete their studies.

VIII. WARRANTIES

- A. The undersigned hereby warrant and represent that this Memorandum of Understanding has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of Ohio or that said laws have not been violated as they relate to the procurement or performance of this Memorandum of Understanding, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any State employee, officer, or official.
- B. Each institution does hereby warrant and represent that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

MEMORANDUM OF UNDERSTANDING SIGNATURE PAGE

Youngstown State University's

COLLEGE CREDIT PLUS DUAL ENROLLMENT PROGRAM

The undersigned have read and agree to the terms of the College Credit Plus Dual Enrollment program at Youngstown State University for the 2022-2023 academic year.

School District Name:

By: _____

Name: _____

Title: _____

Date: _____

Youngstown State University:

By: _____

Name: Dr. Brien Smith

Title: Provost

Date: March 17, 2022

Written notices related to this agreement shall be sent to:

Notices to School District:

Attention: _____

Notices to the College:

Youngstown State University

One University Plaza

Youngstown, OH 44555

Attention: Office of College
Access and Transition, Cafaro
Hall, Room 212