

**OHIO UNIVERSITY
COLLEGE CREDIT PLUS AGREEMENT**

This "Agreement" is made between Ohio University located at Cutler Hall 108, Athens, Ohio 45701, ("University") and New Philadelphia City School District located at 248 Front Avenue SW, New Philadelphia, Ohio 44663 ("School District") (hereinafter jointly referred to as "Institutions").

WHEREAS, The Chancellor of the Ohio Department of Higher Education ("ODHE"), Governor and Ohio General Assembly worked collaboratively to create the College Credit Plus Program where students engage in non-sectarian, non-remedial education coursework while in high school that automatically results in transcribed high school and college credit at the successful conclusion of that coursework (the "Program");

WHEREAS, University and School District will work collaboratively and think innovatively to advance the achievement and success of Ohio's students in the Program;

WHEREAS, the Program will create seamless and equitable pathways for qualified secondary school students across all demographic populations to access and benefit; and

WHEREAS, the Program will create a collaborative culture between K-12 and higher education that provides and embraces the Program and works to maximize its full education potential.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the Institutions agree as follows:

1. The University Agrees.

- a. That it will determine its admission requirements for the Program and publish them in marketing materials as well as on its website. It will consider all available student data that may be an indicator of college readiness including but not limited to end-of-course exams, standardized test results, grade point average, and guidance counselor recommendations. The University's regional campuses operate on an open admission policy, but applicants to the Athens campus must meet more selective admission standards and requirements through a comprehensive review of their application.
- b. Students, upon matriculation into a degree program, will be eligible candidates for the same scholarships and other benefits of first-time entering students, irrespective of the number of college credits earned while in high school.
- c. That it will receive the state share of instruction ("SSI") for students participating in the Program upon successful completion of coursework.
- d. That the courses University will offer in the Program will be college courses that apply toward a degree or professional certificate.
- e. That it will offer the Program courses in one or more of the following learning modalities:
 - i. On a University campus;
 - ii. Online;
 - iii. On the high school campus.
- f. For the learning modalities offered on a University campus and online, the instructor of record will be a University instructor.
- g. For the high school campus modality the course may be facilitated either by a University instructor or a high school teacher.

- h. For the high school campus modality:
 - i. The high school teacher may serve as the instructor of record as long as:
 - 1. the teacher meets the qualification requirements that are set forth in the guidelines established by the Chancellor of the Ohio Department of Higher Education; and
 - 2. the appropriate University department approves the high school teacher as a credentialed instructor via the official teacher application process.
 - ii. University will provide to the high school teachers at least once per school year at least one professional development session and conduct at least one classroom observation course that is authorized by the University and taught by a secondary school teacher to ensure that the course meets the quality of the college-level course.
- i. That University instructors will meet the academic credential requirements as established by the ODHE.
- j. To promote on its website the Program opportunities offered to students.
- k. To assign an advisor to each Program student.
- l. To provide an orientation opportunity to all admitted Program students and a University advisor prior to the University's effective no-fault course drop date.
- m. To present at least one dedicated College Credit Plus event to students and parents reinforcing the Program opportunities and consequences.

2. **School District Agrees.**

- a. That all students admitted by University to the Program will automatically receive School District's approval.
- b. That it will pay for students' textbooks and all required course materials for Program courses.
- c. To require each high school within its jurisdiction to partner with University and develop two pathway opportunities in the Program: (1) where a student can earn fifteen transcribed credit hours; and (2) a student can earn thirty transcribed credit hours. The developed pathways must be published among the School District's or high school's official course offerings.
- d. That its secondary school teachers will collaboratively and professionally work with University faculty to facilitate the courses delivered in the high school modality.
- e. That it will require each high school within its jurisdiction to:
 - i. Promote on its website the Program opportunities offered to students and provide a direct link to the University's webpage for the Program.
 - ii. Provide parent and student orientation on Program opportunities and how they will impact a student in meeting high school and postsecondary requirements and how to know if a student is ready for postsecondary coursework.
 - iii. Coordinate with University to present at least one dedicated College Credit Plus night reinforcing Program opportunities and consequences as required in Section 1.m. above.
- f. That it will imminently report to the University the details of any disciplinary incidents that students that are enrolled with University and School District concurrently have been accused. School district will have the appropriate FERPA release on file for each student to allow the exchange of disciplinary information.

3. **It is Mutually Agreed.**

- a. That this Agreement will be in effect for one year commencing August 28, 2023 for the 2023-2024 academic year.

- b. That either University or School District may terminate this Agreement upon 120-days-notice.
- c. That the per credit hour rate of tuition charged by University and paid by School District for academic year 2023-2024 for courses delivered will fall under the default tuition structure as established in the College Credit Plus legislation.
- d. That the Institutions will not charge students, enrolled under ORC §3365.06(B) , any of the per-credit cost for participating in the Program for tuition, general fees, lab fees, facility fees, technology fees, special service fees, distance learning fees, new student registration fees or books. Students will only be responsible for parking fees, if applicable.
- e. The Institutions will follow the rules established by the Ohio Department of Education (“ODE”) and the Ohio Department of Higher Education (“ODHE”) governing participation in the Program in addition to those listed in statute and the administrative code including, but not limited to: timelines for student and parent notification of Program opportunities, timelines for establishing Program agreements, timelines for submitting payment information to ODE, schedule of reimbursements to University, student deadlines for declaring intent to participate in the Program, deadlines for submitting Program data to ODE and ODHE, information that Institutions must share with students and parents, counseling services to students and their parents, etc.
- f. Students and parents will continue to have the opportunity to elect to pay for a college course and elect to receive only college credit for that course, or to receive both high school credit and college credit for that course.
- g. Institutions agree to maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (“FERPA”), and understand that student permission must be obtained before releasing specific student data to anyone.
- h. That the Institutions will work together to prepare any and all reports as may be required by the ODHE or ODE.
- i. No employment relationship between University and School District and their employees is created under this Agreement.
- j. Institutions agree not to unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, ancestry, military or veteran status, gender identity or expression, sexual orientation, political affiliation, or color.
- k. All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.
- l. Any notice required, permitted or desired to be given under this Agreement will be in writing and personally delivered or sent by certified mail, return receipt requested, addressed as follows:

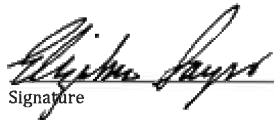
University: Ohio University
 Chubb Hall 120
 1 Ohio University Drive
 Athens, OH 45701

School District: New Philadelphia City School District
 248 Front Avenue SW
 New Philadelphia, OH 44663

- m. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other communications, whether written or oral and is binding upon the parties' successors, heirs, executors, legal representatives, and permitted assigns. Each of the provisions of this Agreement shall be deemed separate and severable each from the other. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason by final judgment of a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. This Agreement may be amended only by a writing signed by authorized representatives of the parties hereto. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, and any attempt to the contrary shall be void. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. Headings are for reference purposes only and have no substantive effect. Where the language or context provides, the provisions of this Agreement, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Institutions have caused this Agreement to be executed below by a duly authorized representative.

OHIO UNIVERSITY



Signature

11/7/22

Date

Elizabeth Sayrs, Ph.D.
Executive Vice President & Provost

SCHOOL DISTRICT



Signature

Date

Amy Wentworth
Superintendent