

5786

**McDONALD LOCAL BOARD OF EDUCATION
MONDAY, MARCH 23, 2015
WORK SESSION – 7:00 P.M.
REGULAR MEETING – 7:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Monday, March 23, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Work Session was called to order at 7:00 p.m. and the Regular Meeting was called to order at 7:31 p.m. by President Tom Hart. Treasurer Bill Johnson called the roll:

Roll Call:

Members Present: Robert Jones, Joe Krumpak, Eric Shehadi
John Saganich, Tom Hart

Superintendent Ken Halbert and Principals Gary Carkido and David Vecchione were also present. A list of visitors is on file in the treasurer's office.

"Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act."

Pledge of Allegiance

Res. 15-40 Approve agenda for Regular Meeting of March 23, 2015

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

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Res. 15-41 Executive Session – O.R.C. 121.22

Mr. Jones moved and Mr. Krumpak seconded, that the McDonald Local Board of Education (board members only) go into Executive Session at 7:32 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. _____ Appointment
 - 2. X Employment
 - 3. _____ Dismissal
 - 4. _____ Discipline
 - 5. _____ Promotion
 - 6. _____ Demotion
 - 7. _____ Compensation
 - 8. _____ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

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NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and E as listed above.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-42 Adjourn Executive Session

Mr. Shehadi moved and Mr. Krumpak seconded the motion to adjourn executive session and return to the regular board meeting at 7:44 p.m.

Yeas: Shehadi, Krumpak, Jones, Saganich, Hart
Nays: None
President declared motion carried

Recognition of Visitors / Audience Participation – None

Res. 15-43 Approval of board minutes:

Regular Meeting – February 9, 2015

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

Old Business: any Old Business to bring before the Board – None

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New Business:

- A. Finance Committee – Joe Krumpak, Chairperson

Res. 15-44 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: February 2015

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer I move to approve the above financial reports for February 2015.

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Shehadi, Jones, Hart

Nays: None

President declared motion carried

Res. 15-45 BUDGET COMISSION/ACCEPTANCE OF AMOUNTS & RATES

Resolution to approve the Budget Commission-Acceptance of Amounts & Rates. (See Exhibit A)

Upon the recommendation of the district treasurer I move to approve the above Amounts & Rates.

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Shehadi, Jones, Hart

Nays: None

President declared motion carried

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Res. 15-46 DONATION

Resolution to accept a donation from Jones Dance Academy in the amount of \$825.00 to be deposited into the Stage/Lyp Sync Fund for auditorium equipment.

Upon the recommendation of the district treasurer I move to approve the above donation.

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Shehadi, Hart

Abstain: Jones

Nays: None

President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 15-47 HIGH SCHOOL PRINCIPAL CONTRACT

Resolution to issue a three (3) year, 235 day contract, from August 1, 2015 through July 31, 2018, at the agreed to annual salaries, to Gary Carkido, 546 Illinois Avenue, McDonald, OH 44437, as principal of McDonald High School, as per contract and benefits.

Upon the recommendation of the district superintendent I move to approve the above contract.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-48 CERTIFIED – RETIREMENT

Resolution to accept the resignation of Sharon Rose, High School Teacher, for retirement purposes, effective as of the end of the day on February 27, 2015. Certainly we thank Mrs. Rose for her years of service to the students and the school district.

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Upon the recommendation of the district superintendent I move to approve the above resignation.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-49 CERTIFIED – RETIREMENT

Resolution to accept the resignation of Edward Dolsak, Elementary Teacher, for retirement purposes, effective as of the end of the day on April 30, 2015. Certainly we thank Mr. Dolsak for his years of service to the students and the school district.

Upon the recommendation of the district superintendent I move to approve the above resignation.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-50 RESIGNATION – CLASSIFIED – SUPPLEMENTAL

Resolution to accept the supplemental resignation of Alexis Eckman, as Cheerleading Advisor, effective as of the end of the 2014-2015 school year. Certainly we thank Ms. Eckman for her service to our cheerleading program, and we wish her the best of luck as she moves forward in her chosen career.

Upon the recommendation of the district superintendent I move to approve the above resignation.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

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Res. 15-51 N.E.O.M.I.N. CONTRACTS FOR
MANAGED WI-FI INTERNET ACCESS/MHS & ROOSEVELT

Resolution to approve a three (3) year contract with NEOMIN for Managed Wi-Fi Internet Access for McDonald High School at the cost of \$14,348.33 for the first year and Roosevelt Elementary School at the cost of \$7,465.49 for the first year. (See Exhibit B)

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-52 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Michele O'Leary – Resident Educator Observations for mentoring new teachers, McDonald, 3-3-15, substitute \$80.

Patrice Simmons – Resident Educator Observations for mentoring new teachers, McDonald, 3-3-15, substitute \$80.

Pam Ross – ERATE – 471 Form, Niles, 3-6-15, substitute \$80.

Matthew Vukovic – Shadowing of Principal in Diverse Setting, Warren, 3-25-15, substitute \$80.

John Anthony – Chaperone, New York City Senior Field Trip, New York, 3-27-15, substitute \$80.

Jody Conway – Chaperone, New York City Senior Field Trip, New York, 3-27-15, substitute \$80.

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Dana Lariccia – Chaperone, New York City Senior Field Trip, New York, 3-27-15, substitute \$80.

Angela Sanson – Chaperone, New York City Senior Field Trip, New York, 3-27-15, substitute \$80.

Josh Krumpak – OLTS (Ohio Longitudinal Transitional Exit Survey) Indicator 14 Study, Niles, 3-27-15, \$0.

Danielle DeChellis – Prom Preparation, Austintown, 5-1-15, substitute \$80.

Renee Ifft – Final Calculus Exam – College at High School, MHS, 5-18-15, substitute \$40.

Upon the recommendation of the district superintendent I move to approve the above professional leaves.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

C. Program Committee – Robert Jones, Chairperson

Res. 15-53 OPEN ENROLLMENT 2015/2016

Resolution to adopt an open enrollment policy that permits enrollment of students from all other districts in accordance with existing policy.

Upon the recommendation of the district superintendent I move to approve the above open enrollment policy.

Mr. Jones moved and Mr. Shehadi seconded

Yeas: Jones, Shehadi, Krumpak, Saganich, Hart

Nays: None

President declared motion carried

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Res. 15-54 SCHOOL CALENDAR 2015/2016

Resolution to adopt the 2015-2016 school calendar for McDonald Local School District.
(See Exhibit C)

Upon the recommendation of the district superintendent I move to approve the above calendar.

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-55 COLLEGE CREDIT PLUS MASTER AGREEMENTS

Resolution to approve the College Credit Plus Master Agreements between the McDonald Local School District and the following:

1. Kent State University (See Exhibit D)
2. Youngstown State University (See Exhibit E)
3. Eastern Gateway Community College (See Exhibit F)

Upon the recommendation of the district superintendent I move to approve the above agreements.

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

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Res. 15-56 Executive Session – O.R.C. 121.22

Mr. Jones moved and Mr. Krumpak seconded, that the McDonald Local Board of Education (board members only) go into Executive Session at 8:02 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. _____ Appointment
 - 2. X Employment
 - 3. _____ Dismissal
 - 4. _____ Discipline
 - 5. _____ Promotion
 - 6. _____ Demotion
 - 7. _____ Compensation
 - 8. _____ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

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NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and E as listed above.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-57 Adjourn Executive Session

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn executive session and return to the regular board meeting at 8:42 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-58 Adjournment

Mr. Shehadi moved and Mr. Jones seconded to adjourn the Regular Meeting at 8:42 p.m.

Yeas: Shehadi, Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

ATTEST:


President


Treasurer

MCDONALD LOCAL SCHOOL DISTRICTEst. Value 52,217,210


SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to Be Derived From Levies Outside 10M. Limitation	County Estimate Rate to be	Auditor's of Tax Levied
			Inside 10 M. Limit	Outside 10M. Limit
	Column I	Column II	Column III	Column IV
General Fund	266,308	910,054	5.10	36.80
Bond Retirement Funds		148,819		2.85
Library Fund				
Permanent Improvement		224,534		4.30
Emergency Levy Fund		203,647		3.90
Emergency Levy Fund				
Emergency Levy Fund		394,240		7.55
Classroom Facilities Fund		22,511		0.50
Total	266,308	1,903,806	5.10	55.90

TOTAL MILLAGE

61.00

FEBRUARY 2015



528 Educational Highway
Warren, OH 44483
Phone: 330-847-6464
Fax: 330-847-8568

February 26, 2015

NEOMIN is pleased to provide this contract for Managed Internal Broadband Service (Managed Wi-Fi Internet Access) to support a minimum of 100 wireless devices.

Locations: McDonald High School, Roosevelt Elementary School

Northeast Ohio Management Information Network

SPIN 143034915

Billed Entity Number: 129609

Form 470 Application Number: 636190001272491

Allowable Contract Date: 01/13/2015

Contract Number: NEO-WIA-2015-50229-1

Contract Period: 07/01/2015 – 06/30/2018

First year charges, based on a three (3) year contract, are indicated below:

Wireless Services McDonald HS (41 APs)		
	Monthly	Annual
Managed Wireless Service (recurring)	\$ 1,195.69	\$ 14,348.33
E-Rate Ineligible Amount (recurring)	\$ -	\$ -
Sub-Total E-Rate Eligible Recurring Charges	\$ 1,195.69	\$ 14,348.33
Installation / Migration (non recurring)		\$ 2,460.00
E-rate Ineligible Amount (non recurring)		\$ -
Sub-Total E-Rate Eligible Non Recurring Charges		\$ 2,460.00
Total Year One Pre-Discount Charges		\$ 16,808.33
Ineligible Amount		\$ -
Funding Request on Form 471		\$ 16,808.33
Anticipated Discount 55%		\$ 9,244.58
Anticipated Post Discount Charges	\$ 630.31	\$ 7,563.75
Year Two Estimated Pre-Discount Total Cost		\$ 14,348.33
Year Three Estimated Pre-Discount Total Cost		\$ 14,348.33

Wireless Services Roosevelt Elementary (22 APs)		
	Monthly	Annual
Managed Wireless Service (recurring)	\$ 622.12	\$ 7,465.49
E-Rate Ineligible Amount (recurring)	\$ -	\$ -
Sub-Total E-Rate Eligible Recurring Charges	\$ 622.12	\$ 7,465.49
Installation / Migration (non recurring)		\$ 1,320.00
E-rate Ineligible Amount (non recurring)		\$ -
Sub-Total E-Rate Eligible Non Recurring Charges		\$ 1,320.00
*Total Year One Pre-Discount Charges		\$ 8,785.49
Ineligible Amount		\$ -
Funding Request on Form 471		\$ 8,785.49
Anticipated Discount 55%		\$ 4,832.02
Anticipated Post Discount Charges	\$ 329.46	\$ 3,953.47
Year Two Estimated Pre-Discount Total Cost		\$ 7,465.49
Year Three Estimated Pre-Discount Total Cost		\$ 7,465.49

*Pre-Discount charges are the costs billed to the district if E-Rate funding is not approved

This agreement is not contingent upon approval of E-Rate funding. The DISTRICT agrees to adhere to the NEOMIN Acceptable Use Policy and obtain approval from NEOMIN for any changes to district network hardware. The DISTRICT agrees to limit the number of persons authorized to contact NEOMIN or its subcontractors for support of the services provided under this agreement to no more than three individuals under normal circumstances.

NEOMIN will bill semi-annually for these services and, upon approval of the Form 486 will provide discounted invoices to the district as indicated by your district.

NEOMIN is pleased to have provided Internet related services for over 30 Ohio schools and districts for more than 20 years. Our skilled network personnel are well aware of the needs of schools. We are able to provide convenient telephone, helpdesk and onsite support when needed.

For contract acceptance, please sign and date as indicated below.

Brian Greathouse
Brian Greathouse, Executive Director

Date: February 26, 2015

Acceptance: McDonald Local Schools

Ken A. Halbert, Jr.
Signature for School/District

3/23/15
Date

Ken A. Halbert, Jr. - Supt.
Name/Title

MCDONALD LOCAL SCHOOLS
2015-2016 CALENDAR

August	19	Teacher Inservice
August	20	Teacher Inservice
August	24	First Day for Students
September	04	No School
September	07	Labor Day – No School
October	16	NEOEa Day – No School (not a MEA contract day)
October	28	End of 1 st Nine Weeks – 45 days
November	24	Parent/Teacher Conferences (3:00 p.m. – 9:00 p.m.)
November	25	Parent/Teacher Conferences
November	26-29	Thanksgiving Recess
November	30	School Resumes
December	21-Jan. 03	Winter Vacation
January	04	School Resumes
January	15	End of 2 nd Nine Weeks – 44 days
January	18	Martin Luther King Day – No School
February	11	Parent/Teacher Conferences (3:00 p.m. – 9:00 p.m.)
February	12	Parent/Teacher Conferences
February	15	Presidents' Day – No School
March	24	End of 3 rd Nine Weeks – 46 days
March	25 -28	Easter Vacation
March	29	School Resumes
May	26	Student's Last Day
May	26	End of 4 th Nine Weeks - 43 days
May	27	Teacher Inservice
May	28	Graduation

MAKEUP (CALAMITY HOURS) CONTINGENCY PLAN

Since we have now converted from days to hours for the 2015-2016 school year, any school day Student Instructional Hours, which the district is required to makeup, shall be made up by modifying the Winter Recess, Spring Recess, or other previously designated non-school day in the calendar. The necessary modification of the original calendar will be determined by the superintendent, after consultation with the MEA, OAPSE, and consideration of sentiment in the community. The superintendent will make a public announcement of makeup hours as early as feasible. Makeup hours at the end of the school calendar will be a "last resort" option.

COLLEGE CREDIT PLUS MASTER AGREEMENT**Between****Kent State University***(hereafter known as IHE)***And****McDonald Local***(hereafter known as LEA)***TERMS OF AGREEMENT****PART 1 – GENERAL PROVISIONS OF AGREEMENT****A. SCOPE**

College Credit Plus shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda. This Agreement applies to local education agencies (public school districts, locally chartered and state chartered charter schools, state-supported schools) (*hereafter* LEA). This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

B. DEFINITION OF COLLEGE CREDIT PLUS PROGRAM

“College Credit Plus Program” (*hereafter* CCP) means a program that allows secondary school students to enroll in college-level courses on a full or part time basis and complete academic, non-sectarian, non-remedial courses, and simultaneously to earn credit toward high school graduation and a college degree or certificate pursuant to ORC3365.02 (effective 9/17/2014).

C. PURPOSES

The primary purposes of the CCP program are to increase the educational options and opportunities for secondary students. Fundamentally, CCP programs allow students to earn credit at the secondary and postsecondary levels simultaneously. The programs may also encourage more students to consider postsecondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban.

D. ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements.

1. Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP. Remedial, developmental, and sectarian courses are not eligible to be taken under CCP. College credit plus courses may be taken as high school electives or as high school core course credits.

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A.

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

2. Academic Quality of College Credit Plus Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the college credit plus program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.

Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same text book and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B.

Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department.

3. Student Eligibility

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Completed CCP application
- b. Secondary school transcripts
- c. Recommendations from high school faculty and/or school counselor
- d. Preferred 3.0 cumulative high school grade point average on a 4.0 scale;
- e. Preferred ACT composite score of 21 or combined SAT score of 970 (450 or higher reading; 520 or higher math) and/or appropriate COMPASS score

In conjunction with the IHE's admission criteria and prior to making a final admission decision, the IHE shall evaluate each student who is applying under

CCP against the standards identified in the "Uniform Statewide Standards for Remediation-Free Status" dated December 2012.

4. Academic Standing

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP.

5. Course Approval

Student approval for CCP courses shall be by the LEA and IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 16 semester hours of credit per semester; no more than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year.

6. Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.

CCP courses delivered online or not on the college campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and

- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification.

7. Eligible Semesters

Eligible students may enroll in CCP courses during Fall and Spring Semesters only under this Agreement.

8. State Reporting

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

9. Liabilities of Parties

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses. Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presence of students on its campus.

10. Appeals

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

11. Relevant laws.

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended.

PART 2 – SPECIFIC PROVISIONS OF AGREEMENT

The following provisions outline the specific responsibilities and duties that apply to the IHE, LEA, and students participating in the CCP program to ensure adequate participation by each party.

A RESPONSIBILITIES AND DUTIES OF THE IHE and LEA: The following applies:

1. The LEA and IHE shall designate a representative at each campus who will be the CCP representative and insure that only a form endorsed by all parties shall constitute a CCP approval request.

2. The LEA and IHE shall provide information and orientation to the student and parent or guardian regarding the responsibilities of CCP enrollment including academic rigor, time commitments, behavioral expectations, and the importance of satisfactorily completing the college course(s).
3. The IHE CCP representative, in collaboration with the LEA, shall review the appropriateness of each student's enrollment in a course prior to registration in terms of academic readiness, age requirements, and to ensure compliance with course prerequisites.
4. The CCP application fee is waived.
5. Parents will be advised of the federal Family Educational Rights and Privacy (FERPA) rules.
6. Student educational records created as a result of the Agreement shall be retained and disseminated in accordance with FERPA requirements.
7. The IHE shall approve, supervise, and evaluate instructors for courses that result in the awarding of college credit. The IHE shall maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the CCP courses covered by this agreement.
8. The LEA will follow the same course syllabus and learning outcomes, use the same text book, materials and assessments as the college course delivered on the IHE campus.
9. The IHE shall use the same approval procedures and standards to select high school instructors who teach CCP courses as used to approve adjunct faculty responsible for teaching the same courses at the IHE.
10. The IHE will provide faculty as consultants to high school instructors teaching college courses to assure college level work is maintained.
11. The IHE shall provide all secondary teachers who are teaching at least one CCP course with at least one three-hour professional development session per academic year. The IHE shall provide no financial compensation to teachers related to the professional development session.
12. The IHE shall conduct at least one full-period classroom observation of each CCP course taught by a secondary teacher during the first academic year the secondary teacher instructs the college course. After the first academic year of teaching, full-period classroom observations will be completed in alternating academic years for all CCP courses taught by a secondary teacher. All CCP students will have access to complete an end of course survey for CCP courses.
13. The IHE will assign an advisor to each CCP student and schedule a meeting between the CCP student and advisor prior to the institution's effective academic no-fault course withdrawal date. The advisor meeting may be individual or group, in person or virtual.
14. CCP students will be given reasonable access to university student support services and university libraries.
15. Transcription of college credit shall be done upon completion of the academic semester/term.
16. The IHE agrees that they will provide any necessary information needed for EMIS reporting.
17. The IHE will provide accommodations and services for special education students while the students are enrolled in on-campus CCP classes. Eligible students shall be advised regarding how to make the appropriate arrangements.

B. RESPONSIBILITIES OF STUDENTS AND PARENTS/GUARDIANS: For a student to be accepted and enrolled into a CCP program, the STUDENT/PARENT/GUARDIAN shall:

1. Discuss potential CCP courses with the appropriate LEA and/or IHE staff, including university admission and registration requirements, course requirements, prerequisites, scheduling under CCP, and implications for failure to successfully complete courses.
2. Meet the prerequisites and requirements of the course(s) to be taken.
3. Review the Undergraduate Course Catalog for a full listing of course offerings by the IHE. Generally, the IHE will be offering Kent CORE courses to CCP students.
4. Complete the CCP application process with the required signatures, and if applicable, provide a current high school transcript and any college entrance exam and/or assessment results.
5. Register for courses during the university's registration period for CCP courses which occurs after priority registration for its other students.
6. Meet with an advisor at least once each academic term prior to the institution's effective no-fault course withdrawal date.
7. Discuss any request for change in registration such as add, drop, or withdraw with the LEA and IHE within the appropriate timeframes.
8. Comply with IHE and LEA student code of conduct and other institutional policies.
9. Have the right to appeal, in writing, to the LEA or IHE, as applicable, any decision regarding initial enrollment and continued participation in the CCP program.
10. Return textbooks and unused course supplies to the LEA when the student completes the course or withdraws from the course.
11. Arrange transportation to the site of the CCP.
12. Comply with FERPA regulations. Student educational records created as a result of this Agreement shall be retained and disseminated in accordance with FERPA requirements.
13. Comply with the requirements of both the LEA and IHE official calendars.

C. Financial Structure:

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of the textbooks and other course materials will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC3365.06 (A).
3. The IHE will invoice based on the following formula:
 - If an approved high school teacher or IHE faculty member is teaching the course at the LEA location, the rate will be \$40/semester credit hour x number of credit hours/course x number of students.
 - If a course is taught via distance learning and students are enrolled in an existing IHE section, the rate will be \$40/semester credit hour x number of credit hours/course x number of students.

- If a course is taught via distance learning and students are enrolled in a section restricted to high school students, the rate will be \$80/semester credit hour x number of credit hours/course x number of students.
- If a university faculty member is teaching the course at the IHE, the rate will be \$120/semester credit hour x number of semester credit hours/course x number of students.

For districts where the student poverty level according to the Ohio Department of Education is 40% or higher, the IHE will invoice based on the following formula subject to approval by the Ohio Board of Regents:

- If an approved high school teacher or IHE faculty member is teaching the course at the LEA location, the rate will be \$30/semester credit hour x number of credit hours/course x number of students for school districts where student poverty level according to the Ohio Department of Education is 40% or higher.
- If a course is taught via distance learning and students are enrolled in an existing IHE section, the rate will be \$30/semester credit hour x number of credit hours/course x number of students for school districts where student poverty level according to the Ohio Department of Education is 40% or higher.
- If a course is taught via distance learning and students are enrolled in a section restricted to high school students, the rate will be \$60/semester credit hour x number of credit hours/course x number of students for school districts where student poverty level according to the Ohio Department of Education is 40% or higher.
- If a university faculty member is teaching the course at the IHE, the rate will be \$90/semester credit hour x number of semester credit hours/course x number of students for school districts where student poverty level according to the Ohio Department of Education is 40% or higher.

PART 3 – TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2015 to June 30, 2016. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2016.

PART 4 – APPROVALS

IHE (Kent State University):

Provost/Senior Vice President for Academic Affairs

Date

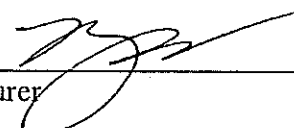
Vice President for Finance

Date

LEA (McDonald Local):

x 
District Charter Representative/Supervisor

3/23/15
Date

x 
Treasurer

3/23/15
Date

APPENDIX A

Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following pages are representative of suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll. Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.



College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 16 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: <http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all> as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

APPENDIX B

Listing of Kent State University Campus Contacts

Ashtabula Campus

Susan J. Stocker, Ph.D.

Dean and Chief Administrative Officer

3300 Lake Rd W

Ashtabula, OH 44004-2316

(440) 964-4211

sjstocke@kent.edu

East Liverpool Campus

Salem Campus

Columbiana County Campuses

Steve Nameth, Ph.D.

Dean and Chief Administrative Officer

2491 State Route 45 S

Salem, OH 44460-9412

East Liverpool Campus (330) 385-3805

Salem Campus (330) 332-0361

snameth1@kent.edu

Geauga Campus

Twinsburg Regional Academic Center

Jarrold Tudor, Ph.D., J.D., LL.M., M.B.A., M.P.A.

Interim Dean and Chief Administrative Officer

14111 Claridon-Troy Road

Burton, OH 44021

(330) 907-3362

jtudor@kent.edu

Kent Campus

Johanna Pionke, M. Ed

Director, Dual Enrollment Programs

P.O. Box 5190

Kent, OH 44242-0001

(330) 672-3754

jpionke@kent.edu

Stark Campus

Denise Seachrist, Ph.D.

Interim Dean and Chief Administrative Officer

6000 Frank Ave NW

North Canton, OH 44720-7599

(330) 244-3211

dseachri@kent.edu

Trumbull Campus
Lance Grahn, Ph.D.
Dean and Chief Administrative Officer
4314 Mahoning Ave., N.W.
Warren, OH 44483-1998
(330) 675-8821

Tuscarawas Campus
Brad Bielski, Ph.D.
Dean and Chief Administrative Officer
330 University Dr., NE
New Philadelphia, OH 44663
(330) 339-3391
bbielski@kent.edu

Memorandum of Understanding
For College Credit Plus Alternative Funding Agreement
Between
Eastern Gateway Community College and McDonald Local Schools
Fall 2015/Spring 2016

Eastern Gateway Community College and McDonald Local Schools agree to enter into a dialogue to offer college level coursework to McDonald Local Schools students. This College Credit Plus arrangement will provide students the opportunity to earn Eastern Gateway Community College credit and high school credit at the same time. This partnership will support the mission of Eastern Gateway Community College, which "provides student-centered, future-focused, quality higher education reflecting accessibility, affordability and equity to help students achieve successful learning outcomes."

Funding

- A. Tuition: Tuition rates per credit hour by delivery method:
- a. If the course is taught at the high school campus or online by an approved high school teacher or EGCC faculty member the rate will be \$40
 - b. If the course is taught at an EGCC location the rate will be the FY16 tuition rate determined by the student's county of residence
 - c. If the course is taught online and the student is enrolled in an existing EGCC section the rate will be the FY16 tuition rate determined by the student's county of residence + a \$35 technology fee
- B. Textbooks:
- a. The high school is responsible for the purchasing of textbooks approved by the college.
 - b. Eastern Gateway Community College will honor the use of a textbook for 3 years.
 - c. The return policy of the Eastern Gateway Bookstore operated by Nebraska Book Company will apply.

Instruction

- A. HS instructor approval process:
- a. Eastern Gateway Community College requires each teacher interested in providing instruction for a College Credit Plus course to have a Masters degree in the discipline or a Masters degree with at least 18 graduate hours in the discipline. This requirement must be met by providing official college transcripts from all previously attended higher education institutions and a resume. Once the teacher is granted adjunct faculty status, they are required to complete an Eastern Gateway Community College employment application.
 - **Conditional approval:** Teachers who do not meet this requirement may be provided conditional approval by the Eastern Gateway Executive VP of Academic and Student Affairs.
- B. Training:
- a. Eastern Gateway Community College will provide training at the high school for approved high school instructors prior to each semester. This training will cover roster verification and grade reporting via the college's web based student information system, Self- Service.
 - b. EGCC will provide a professional development opportunity to all approved high school instructors teaching a CCP course as an adjunct.

C. Syllabi:

- a. Each approved high school instructor will utilize the provided course syllabus and will customize fields as appropriate. Each syllabus must be submitted to EGCC within the first month of instruction.

D. Evaluation:

- a. EGCC will conduct at least one observation of each section of each college course taught in the high school per year.

Student Eligibility Requirements

- A. **Application:** Students should complete the general admissions application online at egcc.edu and select their program as "High School Student". Paper applications are also available at egcc.edu to download and print.
- B. **Assessment Testing:** In order to be eligible to participate in CCP, students will be required to establish college readiness in Reading by taking the COMPASS assessment and scoring an 88 or higher or by providing an equivalent ACT (21) or SAT (450) reading score.
- C. **Placement Testing:** If the student wishes to enroll in a course which has an English or math prerequisite the student will need to take Eastern Gateway's approved assessment test and score at college level. The student may waive the colleges approved assessment test by one of the following:
 - a. providing an ACT Math score report of 22 or higher and/or English score report of 18 or higher;
 - b. providing an SAT Math score report of 441 or higher and/or English score report of 499 or higher;
 - c. A student may waive the standardized math placement testing requirement, to enroll only in MTH120 or MTH128 taught by an approved high school instructor, if the high school is able to provide a transcript showing that they have obtained a final grade of A or B in an Algebra II course in the academic year immediately preceding enrollment. Proficiency testing is also available to waive pre-requisite coursework for General Chemistry and Human Anatomy and Physiology.

Priority Deadlines

- A. **Application:** Student should apply to EGCC by May 15
- B. **Placement:** Student should complete placement testing or supply ACT/SAT scores to the EGCC Admissions Office by May 15
- C. **Registration:**
 - a. Students should register for courses to be taken on the EGCC campus or online in a regularly scheduled EGCC course with an admissions advisor by August 21st
 - b. The high school should provide registration forms for all students taking courses via EGCC at the high school campus to Admissions no less than 7 calendar days prior to the start of the course. No requests to add a student after the 7th day of the course will be granted. (See "Course Add, Drop or Withdrawal" procedure below)

Course Add, Drop or Withdrawal

It is the responsibility of the high school, for those courses being taught at the high school and those being taught online specifically for the high school by an approved high school instructor, to verify via Self-Service that the rosters are correct by the 5th calendar day of the course start.

- A. Students may only be added to a course within the first 7 calendar days of the course start.
- B. Students enrolled in College Credit Plus courses will follow the drop and withdraw policies in the Eastern Gateway Community College catalog.
 - a. Students may only drop courses from their schedule within the first 14 calendar days of the course start. Dropped courses will incur no tuition charges.

- b. Students may only withdraw from a course within the first 10 weeks of the course start, a grade of "W" will be received. Withdrawn course will incur all regular charges.
- C. Students will be assigned an EGCC academic advisor who will set a mandatory meeting before the no-fault withdrawal date to meet with students enrolled in CCP. The information presented to the students are as follows: academic resources available to students, availability of advisors, process for engaging faculty and other campus resources for academic assistance, EGCC's student handbook and codes of conduct and the academic impact of withdrawing from a course after the prescribed no-fault withdrawal date.

Course Calendar

- A. College Credit Plus students will follow the college's academic calendar, including weather and emergency cancellations if they are attending a course on the college campus or are enrolled in an existing EGCC online course.
- B. College Credit Plus students will follow the school district's academic calendar, including weather and emergency cancellations if they are attending a course at the high school.

College Transcripts

Eastern Gateway Community College will provide the school district with official transcripts of all students enrolled in College Credit Plus courses after all grades have been posted for all courses.

Indemnification

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omission by or through itself or its agents, employees, and contracted servants, and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

Provision

This Memorandum of Understanding will be reviewed before June 30, 2016. If any changes are considered necessary by either party, there must be a change request in writing thirty days prior to change taking place.

Federal Education Rights and Privacy Act (FERPA)

The FERPA legislation consists of many pertinent rules and regulations. CCP instructors for Eastern Gateway must adhere to FERPA legislation including but not limited to the requirement that instructors teaching the college course are prohibited by law from sharing any individual student grade information with anyone but the student taking the class and the high school designated educational designee of the dual student(s).

Laura Meeks, Ph.D., President
Eastern Gateway Community College

Date

Ken Halbert
McDonald Local Schools, Superintendent

Date

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").

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

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

WHEREAS, commencing at the start of the 2015 – 2016 school year, YSU and the District desire to provide eligible secondary grade students with the opportunity to take college courses for high school and college credit; and

WHEREAS, YSU and the District agree to adhere to the applicable responsibilities and expectations included in Ohio Revised Code Chapter 3365.

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 in conjunction with or in place of existing advanced high school courses. Actual courses offered will be decided yearly by the District and YSU. Courses will be listed on the College Credit Plus Course Agreement Form signed by the YSU department chair and District administration.
- B. The curriculum for the college course(s) will be followed in order to offer college credit.
- C. Students completing the college course(s) shall receive graded, transcribed credit from YSU based on the degree granting authority possessed by YSU.
- D. YSU and the District will be in possession of confidential postsecondary educational records, and may not share or disclose these educational records with any party other than the student and District and YSU staff members, unless the student grants written permission otherwise.
- E. Matters pertaining to the policies and procedures for the operation of the College Credit Plus Program shall be determined by the Metro Credit Outreach Department 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 Metro Credit Outreach Department at YSU.

II. COURSES/BOOKS When offered in the high school:

- A. The courses will run in conjunction with advanced high school level courses, or stand alone as a class (if required by the YSU academic department).
- B. The courses must use the syllabus, assessments, learning objectives, and department final (if applicable), prepared for that course. The YSU faculty mentor and Department Chair will share course resources (for example, course archive materials, sample syllabi, common projects, essays, assignments, exams, and rubrics) as applicable.
- C. YSU faculty or staff will schedule and visit the class every other year and as needed to ensure proper content and standards.
- D. The District will purchase the books to be used for the college course. For classes taught in the high school, YSU will allow the books to be used for the course for a period of 3-5 years without having to be repurchased.
- E. The District will assure that their faculty meets with YSU faculty prior to course delivery and thereafter via phone, email, discussion board, in person, etc.
- F. The District will provide support to YSU in assuring the course deliverables and student outcomes, including course rigor and depth, are achieved.
- G. 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.
- H. The District will supply space for meetings, advising, interviewing, and information sessions when appropriate.
- I. The District will provide computer technology access and connectivity to support classes in the high school and online.

III. STUDENTS

- A. Selection of students for 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 for high school students enrolled in college courses.
- 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 the Ohio's Remediation Free Standards and YSU's placement criteria, which includes considering high school preparation, performance on the COMPASS and PAARC or OGT assessments and/or ACT or SAT scores, grade point average, and teacher recommendations.
- D. Students will be expected to attend an orientation session held at YSU in each year they are enrolled in a YSU course.
- E. Academic advisement will be provided by YSU.

IV. FACULTY

- A. YSU and the District will follow the "Commission Guidance on Determining Qualified Faculty" as established by the Higher Learning Commission and adopted by the Ohio Board of Regents.
- B. High School faculty teaching in the College Credit Plus Program shall be certified by the respective YSU Academic Department Chair to teach the course.

- C. Application is made 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 teacher 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 faculty or the District.
- E. If a high school faculty member does not meet the requirements of the academic department to teach the course, YSU will provide guidance on what the high school faculty member can do to strengthen their application.
- F. YSU will provide faculty mentors to work with high school teachers 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 faculty 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 gradebook function.
- I. High School faculty will access and utilize YSU's Banner system to enter grades and access email.

V. FISCAL ARRANGEMENTS

- A. Tuition for the program is aligned with the Ohio College Credit Plus tiered default rates inclusive of student application, lab, technology and general fees. This rate is applicable to students approved and admitted as part of the College Credit Plus Program. Cost includes: tuition, university faculty costs, planning costs associated with the facilitation of meetings between high school teachers, administrators and university personnel, providing the placement test to those students who require it, and advisement and mileage for YSU faculty and staff to make site visits to the District.
- B. Tuition for courses taught by high school faculty on the high school campus will be the default "floor" amount.
- C. Tuition for courses taught in the high school or online by YSU faculty and supported at the high school will be the default "middle" amount.
- D. Tuition for courses taught on the YSU campus will be the default "ceiling" amount.
- E. High school faculty will teach the course as a part of their regular workload with the District.
- F. YSU will follow the State of Ohio's rules governing invoicing for tuition.
- G. 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 owe for the tuition that was paid on their behalf.
- H. Financial aid and scholarship assistance is 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 Metro Credit representative from YSU shall have the opportunity to review and approve publications containing information about this joint program prior to publication or creation.
- F. 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. They shall do so under the specific instruction of the supervisory staff of those agencies.
- G. 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.
- H. 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.
- I. A parent or guardian must accompany students under the age of 14 when they are on-campus taking classes or attending events.

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. Any notice shall be in writing and sent via certified mail, return receipt requested, to whichever of the addresses listed on the signature page are appropriate.
- C. 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.

VII. 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

School District

By: Ken A. Helbert, Jr.

Name: Ken A. Helbert, Jr.

Title: Superintendent

Date: 3/23/15

Youngstown State University

By: _____

Name: _____

Title: _____

Date: _____

Written notices related to this agreement shall be sent to:

Notices to School District:

Attention: _____

Notice to College:

Youngstown State University

One University Plaza

Youngstown, Ohio 44555

Attention: Office of the Provost