



March 16, 2022

Mr. Joel Mengerink, Superintendent
Elida Local Schools
4380 Sunnydale Avenue
Elida, OH 45807

Dear Mr. Joel Mengerink:

Thank you for your interest and intent to partner with Rhodes State College for the **College Credit Plus** program authorized by the Ohio Revised Code Chapter 3365 and its accompanying regulations.

Attached to this letter is a Memorandum of Understanding covering **Elida Local Schools** College Credit Plus program arrangements with the College. Among other provisions, the Memorandum of Understanding includes provisions regarding the payment structure for tuition, textbooks and fees. The Ohio Revised Code 3365.07(A)(2) and Ohio Administrative Code 3333-1-65.6 require us to include such language in the Memorandum of Understanding. The rates are applicable to the 2022-2023 academic year.

Please note, as indicated above, that the per credit hour payment rates contained in the Memorandum of Understanding are based upon the default funding structure established by the Ohio Revised Code 3365.07. The default amounts are based upon Per Pupil Foundation amount determined by Ohio's General Assembly. The 2022-2023 default rates will be finalized upon enactment of the state operating budget and will be calculated by July 01, 2022.

Additionally attached to this letter you will find a Data Sharing Agreement. The Data Sharing Agreement enables the exchange of appropriate information related to our **College Credit Plus** partnership. Please complete and return the MOU and the Data Sharing Agreement by May 1, 2022.

We look forward to partnering with your school to offer students post-secondary courses for the 2022-2023 academic year.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia E. Spiers".

Cynthia E. Spiers, PhD
President



COLLEGE CREDIT PLUS DATA SHARING AGREEMENT

This Data Sharing Agreement is entered into by and between **Elida High School** ("School") with a business address of *101 E. North Street, Elida, OH 45807* and **James A. Rhodes State College** ("College") with a business address of *4240 Campus Drive, Lima, Ohio 45804* to establish the use, protection, and content of data needed by School from College. All sharing and use of Data is subject to the terms and conditions of this Agreement.

Definitions:

"Data" include all Personally Identifiable Information (PII) and other non-public information contained in a College student's education records.

"Data Access" refers to School's ability to view Data.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the Data between College and School.

"Data Storage" refers to any recorded copies of Data including information stored on CD's, DVDs, servers, employee workstations, tape, USB drives, or any other storage media. Non-electronic storage such as paper printouts are included.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms intended to protect confidentiality. Data encryption of personal information is required during transmission and may be required during storage. Encryption type and strength will be established by mutual agreement.

"Data Exchange" shall mean data sharing, transfer, entering, providing, and sending any data from any College campus to any School entity by any means made available at College campuses.

1. Period of Agreement

The period of this Agreement shall commence on the date this Agreement is fully executed by authorized representatives of the parties and terminate one year thereafter, but may be extended prior to the expiration of the initial term or any extended term, by mutual, written consent of the Parties.

Either Party may terminate this Agreement by providing ninety days written notice to the other Party at the addresses first written above unless otherwise changed in writing.

2. Data Elements or Student Education Records

Collection of Data will be limited to the following elements:

- Student Name
- Student placement test scores



School, or any of its directors, officers, employees or representatives shall not collect any additional data, without the express written approval of the following representative of College and the affected student(s).

3. Intended Use of Data

School will use the data elements listed in section 2 above to assist in determining which students are eligible to participate in the College Credit Plus program, subject to the limitations of this Agreement.

4. Constraints on Use of Data

School acknowledges that this Agreement allows it access to the Data and Data Elements which may include Education Records and other Personally Identifiable Information related to students at College. School agrees to hold the Data and Data Elements in strict confidence and shall not use or disclose the Data or Data Elements received from or on behalf of College except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. This Agreement does not constitute a general release of the Data or Data Elements to any third party, but allows access only to carry out the purposes described herein. Any ad hoc analysis or other use of the data not specified in this Agreement is permitted only with prior written authorization from College.

School shall ensure that all staff and representatives with access to the Data and Data Elements described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise all staff and representatives with access to the Data and Data Elements of the provisions of this Agreement and direct them that they are forbidden from disclosing any of the Data and Data Elements to third parties without the written consent of College.

School and its staff shall not disclose, in whole or in part, the Data or Data Elements provided by College to any party other than College, unless specifically authorized by this Agreement. If School provides to a subcontractor or agent any Data, Data Elements, Education Records or other College student Personally Identifiable Information that was received from or created for College, School shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on School by this Agreement.

5. Data Security

School will employ industry standard security procedures and guidelines to protect the Data and Data Elements from unauthorized physical and electronic access and in accordance with all requirements of the federal Family Educational Rights and Privacy Act ("FERPA").

School shall disclose any system security breach following discovery or notification of the breach to College and to any person whose Data or Personal information was disclosed or is reasonably believed to have been acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay.

School shall, at its expense, immediately upon learning, directly or indirectly, of a breach, and after notifying College inform in writing all persons whose Data or Personal information was so



disclosed or acquired, the procedures, if any required to ensure that the disclosed or acquired data has not and will not affect such person's identity.

Upon expiration or termination of this Agreement, but subject to the then-existing technical ability to do so, School shall, at the option of College: certify that School has destroyed all of the institutional and individual Data of College; or return all Data of College and individual Data to College; or take whatever other steps College requires of School to protect Data.

6. Return or Destruction of Education Records and Personally Identifiable Information

Upon termination, cancellation, expiration or other conclusion of this Agreement, but subject to the then-existing technical ability to do so, School shall:

Return to College, or if College directs School otherwise, destroy all Data, Data Elements, Education Records and Personally Identifiable Information in whatever form or medium that School received from or created on behalf of College. This provision also shall apply to all Data, Data Elements, Education Records and Personally Identifiable Information that are in the possession of subcontractors or agents of School. In such case, School shall retain no copies of such information, including any compilations derived from and allowing identification of Data, Data Elements, Education Records and Personally Identifiable Information. School shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, School shall certify in writing to College that such return or destruction has been completed.

7. Unsatisfactory Academic Progress Notification

School will provide the College with information related to any student who is not meeting satisfactory academic progress requirements. This notification can take the form of either the College's Early Alert system or the School's Academic Progress Report process.

8. Amendments and Alterations to this Agreement

College and School may amend this Agreement by mutual consent, in writing, at any time.

9. Assignment

Neither party may assign this Agreement nor any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any such assignment not in accordance herewith shall be null and void.

10. Dispute Resolution

Disputes concerning the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level shall be stated in writing by each party and first presented to the other party for consideration.



10. Signatures

Elida High School

Printed name and title

Signature

Date

James A. Rhodes State College

Alissa Zimmerman, Registrar
Printed name and title

Alissa Zimmerman

Signature

March 16, 2022

Date

COLLEGE CREDIT PLUS MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is entered into this 16th day of March, 2022 between **James A. Rhodes State College (“Rhodes”)** and **Elida Local Schools (“District”)**. College Credit Plus (“CCP”) is a State of Ohio program which enables Ohio high school students to enroll in public colleges, such as Rhodes, on a full or part-time basis and complete non-sectarian, non-remedial courses for post-secondary credit or for high school and post-secondary credit. This program is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio’s high schools. This MOU is governed by and subject to Ohio Revised Code Chapter 3365.

A. CCP courses may be delivered under this MOU in one of three ways:

1. Rhodes Based (“RB”) – a course delivered on one of Rhodes’ campuses or at another location operated by Rhodes; or a course delivered and taught by Rhodes faculty online.-
2. Rhodes Taught (“RT”) – a course delivered at a secondary school in the District and taught by Rhodes faculty. Unless otherwise agreed by the parties, RT courses will be held at the post-secondary school at no cost to Rhodes; and
3. High School Based (“HSB”) – a course delivered at a secondary school in the District and taught by a District high school teacher who has met the credential requirements and been determined by Rhodes to qualify as adjunct faculty. The course will use Rhodes’ syllabus, textbooks and examinations. The course must have been approved by Rhodes as having equivalent content, learning objectives and outcomes, and work assignments as an on-campus college course.

B. Rhodes will:

1. Apply established standards and procedures for admission of CCP students to Rhodes and for course placement. Rhodes may consider available student data as an indicator of college readiness including grade point average and end of course examinations in making such determination. However, the CCP student must demonstrate that they are college ready and remediation-free. Rhodes is solely responsible for making the admission decision. Each student will be expected to:
 - Complete application materials;
 - Complete placement tests;
 - Provide prerequisite documentation and meet prerequisite course requirements, if required; and
 - Follow all Rhodes student policies and procedures, including procedures for initiating official withdrawal from courses.
2. Give registration priority to its current CCP students regarding enrollment in courses.
3. Send written notice to the student, the student’s parent, the student’s secondary school and the District’s superintendent of public instruction, not later than 14 days prior to the first

day of classes for the term, notice of the student's admission to Rhodes and to the specific courses under the CCP program.

1. Provide, not later than 21 days after the first day of classes for the academic term, to the student, the student's parent and the District's superintendent of public instruction, the courses and hours of enrollment of the student and the student's tuition payment and credit election to receive Rhodes or Rhodes and high school credit under Ohio Revised Code 3365.06 (A) or (B).
2. Provide a roster of participants to each District high school participating in the CCP that are enrolled in courses and a list of course assignments for each participant.
3. Promote the CCP program on Rhodes' website, including the details of this MOU.
4. Coordinate with the District to present at least one informational session per school year for interested students and parents.
5. Assign an academic advisor to each student. The academic advisor and the student will meet at least once to discuss the program and the courses in which the participant is enrolled.
6. Provide at least one three-hour professional development session per academic year for high school teachers that are teaching courses for Rhodes under the CCP program.
7. Conduct at least one classroom observation per school year for each course that is authorized by Rhodes and taught by a high school teacher to ensure the course meets the quality of a college level course.
8. Attempt to minimize the cost of textbooks for all District partners.

C. The District will:

1. Publicize all Rhodes CCP offerings prior to the first day of March of each year to all students in grades six through eleven.
2. Provide counseling services to students in grades six through eleven and to their parents before the students participate in the CCP program to ensure the students and parents are fully aware of the possible consequences and benefits of participation. The District agrees to provide all counseling information required by Ohio Revised Code 3365.04.
3. Identify qualified high school teachers eligible to teach CCP courses upon request.
4. Submit required documentation needed by Rhodes to credential appropriate high school faculty.
5. Complete the student enrollment process with Rhodes personnel ensuring student registration is completed prior to the end of the high school year. Intent to Participate notices must be submitted to the state by April 1, 2022. Applications for new CCP students

must be submitted to Rhodes by May 1, 2022 (Summer and Fall 2022) and November 15, 2022 (Spring 2023). Course Registrations must be submitted to Rhodes by the following dates:

- Summer 2022 by May 15, 2022
 - Fall 2022 by August 22, 2022
 - Spring 2023 by December 15, 2022
6. Communicate the process for admission and registration to students and parents.
 7. Communicate and adhere to course academic requirements/outcomes inclusive of participation in either the Rhodes State Early Alert system or the school academic progress report process.
 8. Provide or pay for all textbooks and related course materials for students participating in CCP at no cost to the students or to Rhodes.
 9. Ensure grades and student withdrawals are reported according to Rhodes deadlines.
 10. Provide all necessary tutoring and Americans with Disabilities Act accommodations for courses taught at a District high school.

D. Funding Arrangement

R.C. 3365.07 provides a funding and payment formula for CCP. This MOU establishes an alternative payment structure for tuition, textbooks, and fees. Rhodes and District recognize that this MOU is subject to review and approval by the Director of the Department of Higher Education. The per credit hour rate of tuition charged by Rhodes and paid by School District for academic year 2022-2023 for courses delivered will fall under the default tuition structure as established in the College Credit Plus legislation or Rhodes' approved tuition rate whichever is lower. The payment structure is as follows:

1. For RB courses – District will pay one hundred sixty-six dollars and fifty-five cents (\$166.55) per credit hour for a District student enrolled in a RB course including online. District will also cover the cost for textbooks and related course materials.
2. For RT courses - District will pay eighty-three dollars and twenty-eight cents (\$83.28) per credit hour for a District student enrolled in a RT course. District will also cover the cost for textbooks and related course materials.
3. For HSB courses - District will pay forty-one dollars and sixty-four cents (\$41.64) per credit hour for a District student enrolled in a HSB course. District will also cover the cost for textbooks and related course materials.
4. For RB, RT, and HSB courses, Rhodes waives payment of all fees related to participation in the CCP.
5. No District student enrolled in a RB, RT, or HSB course will be charged for any tuition, textbooks, related course material fees or other fees related to the CCP.

1. District may submit an invoice to Rhodes requesting that Rhodes cover a portion of the costs of textbooks and/or related course materials of no more than \$20.00/credit hour/per CCP student for HSB courses. Proof of payment for all expenses for which the District is requesting reimbursement must accompany the invoice. Invoices shall be due to Rhodes no later than May 15, 2023. After receipt and approval by Rhodes of a proper invoice, as determined by Rhodes, payment to District will be made. There will be no interest charges for past due invoices. Unless otherwise directed by Rhodes, invoices should be directed to Rhodes State College, ATTN: Dean of K-12 Partnerships, 4240 Campus Drive, Lima, Ohio 45804. Rhodes' payment is contingent upon Rhodes' treasurer's certification that sufficient appropriated funds are available as required pursuant to R.C. 3357.10.

A. Summer Session Design

State mandated guidelines specify that the CCP summer term must follow the exact stipulations and standards outlined in a MOU for the Fall and Spring semesters. In order to comply with these standards, Rhodes will serve as the hiring agent for any faculty member teaching courses within the District during the summer period. As such, the District will pay eighty-three dollars and twenty-eight cents (\$83.28) per credit hour for a District student enrolled in a RT course. The District will also cover the cost for textbooks and related course materials. For courses offered on the Rhodes campus during the summer term, the District will pay one hundred sixty-six dollars and fifty-five cents (\$166.55) per credit hour for a District student enrolled in a RB course.

B. Annual Review and Preparation of Exhibits

Each year, Rhodes and the District will prepare an Exhibit to this MOU that provides the agreed upon courses that are to be taught as RT and HSB courses.

C. Entirety of Agreement

This Agreement, including Exhibits constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and executed by authorized representatives of both parties.

D. Nondiscrimination

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

A. Publicity

No publicity containing any reference to Rhodes, other than the fact that the MOU exists between the parties, shall be used by either party, except upon prior approval by the other party.

B. Term and Termination

The term of this MOU will be May 24, 2022 through May 1, 2023 (the beginning and ending dates of Rhodes 2022-2023 summer and academic year). Rhodes and District may renew this MOU for a subsequent term or terms (i.e. academic year or years), by executing a successor MOU on or before January 01 of the then current term year (subject to ODHE guidelines). Either party may terminate this MOU by providing sixty days (60) advance written notice to the other party. Upon expiration or termination of this MOU for any reason, District students previously enrolled in a RB, RT, or HSB course shall be permitted to continue to participate in the course provided all other obligations of the student for participation in the CCP and as set forth in this MOU are met.

C. Notices

All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this section and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice in the manner specified in this section) with, in the case of the College, an additional copy addressed to "General Counsel":

For District:
Elida Local Schools
Attn: Superintendent
4380 Sunnydale Avenue
Elida, OH 45807

For Rhodes:
Rhodes State College
Attn: President
4240 Campus Drive
Lima, OH 45804

D. Independent Contractors

Rhodes and District are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other Party.

E. Non-appropriation

Rhodes and District funds are contingent on the availability of lawful appropriations by the General Assembly of the State of Ohio. If the General Assembly fails to continue sufficient levels of funding for Rhodes and/or District, this MOU will cease without penalty to Rhodes or District as of the date of the reduction of funding by the State of Ohio to an insufficient level, and Rhodes and District will have no further obligation to carry out the parties' respective obligations set forth in this MOU.

A. Waivers and Amendments

The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by authorized representatives of both parties. Furthermore, to the extent a provision or provisions of this MOU fail to comply with federal, state, or local laws and/or regulations, the parties may strike the offending provision(s) or otherwise amend this MOU to bring it into compliance with the applicable law(s).

B. Governing law

The terms of the Agreement shall be governed and construed under the laws of the State of Ohio.

School

JAMES A. RHODES STATE COLLEGE

By _____

By *Cynthia E. Hines*

Superintendent

President

Date _____

Date March 16, 2022

Treasurer Certification:

This signature certifies that the amount required to meet the obligation in the fiscal year in which the MOU is made has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: *Russell M. Litke*

Name: Russell M. Litke

Title: Vice President for Finance & Business,
Treasurer

Date: March 14, 2022