

**MEMORANDUM OF AGREEMENT
COLLEGE CREDIT PLUS
DUAL ENROLLMENT PROGRAM
BETWEEN
BOWLING GREEN STATE UNIVERSITY
AND
ELIDA LOCAL SCHOOLS**

This Agreement (“Agreement”) is effective as of February 1, 2020 for the 2020-2021 academic year and is made by and between **Bowling Green State University**, a state-assisted institution of higher education established and existing under the laws of the State of Ohio located at 1000 E. Wooster St., Bowling Green, OH 43402, hereinafter referred to as the “College”), and **Elida Local Schools** a public school district established under the laws of the State of Ohio, (hereinafter referred to as the “District”) located at 4380 Sunnydale Ave., Elida, OH 45807. The College and the District may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District is a public school in the State of Ohio established pursuant to the laws of the State of Ohio to provide primary and secondary education to the children of the citizens and residents of the school district;

WHEREAS, the District, as part of its educational mission, provides college preparatory classes and coursework to its secondary students to prepare such students for application and admission to institutions of higher education;

WHEREAS, the College provides higher education classes and coursework to attain associate, baccalaureate, and advanced degrees for qualified students who meet college and statutory standards for education and/or course enrollment;

WHEREAS, the College Credit Plus program (“CCP”), established under Chapter 3365 of the Ohio Revised Code, provides that students who meet program criteria and are residents of this state may enroll at a college, and complete nonsectarian courses for high school and college credit.

WHEREAS, the District desires to enroll certain of its qualified students into courses offered by the College under the Bowling Green State University College Credit Plus Dual Enrollment Program;

WHEREAS, the College desires to accept for enrollment in its courses certain qualified students from the District who meet the requirements for participation in the College Credit Plus Dual Enrollment Program;

WHEREAS, the Parties have agreed that the payment for costs associated with District students' enrollment in the College Credit Plus Dual Enrollment Program shall be in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound thereby, the Parties agree as follows:

COVENANTS

1.0 RELATIONSHIP OF THE PARTIES

- 1.1 Independent Parties. At all times under this Agreement the College and the District shall be considered independent entities. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the Parties.

2.0 RESPONSIBILITY OF THE COLLEGE

- 2.1 College Courses. College shall offer certain qualified non-sectarian academic courses to qualified District students who meet state and College requirements for participation in the College Credit Plus Dual Enrollment Program and are admitted to the College.
- 2.2 Location of Courses. All approved college level courses shall be taught on the campus of the District's high school at **Elida High School** (the "School"). This Agreement does not apply to students who attend courses at the College or take blended-learning or online courses offered by the College for undergraduate students.
- 2.3 Registration. College will use lists sent by the corresponding guidance office of the School to register the students in the course(s). Registration deadlines for fall and spring coincide with the College's first week of classes and must be completed by the end of the first week or 14th calendar day of the College's start of the semester unless the school counselor, principal, or superintendent of the School submits a formal request via letter or e-mail for the student(s) to be dropped or added with their rationale included. Students intending to participate in the dual-enrollment CCP courses at the School must meet all applicable deadlines, College requirements, and course requirements unless otherwise agreed upon by the College and District.
- 2.4 Designation of College Official. College shall designate and identify a college official who shall act as a liaison officer with the District and coordinator on all College Credit Plus Dual Enrollment Program issues and matters. College official will make sure all applicants meet eligibility criteria as defined by the college's website.

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3.0 RESPONSIBILITY OF THE DISTRICT

3.1 Designation of District Official. District shall designate and identify a district official who shall act as a liaison officer with the College and coordinator on all College Credit Plus Dual Enrollment Program issues and matters. School/District official will make sure all students are aware of application requirements, process and timeline. School/District official will also work with the college official to administer or inform students of college placement testing, submit application materials such as copies of transcripts, and coordinate college orientation efforts.

3.2 District Instructor Qualifications. District agrees that any School/District employee providing instruction for College Credit Plus Dual Enrollment Program courses in accordance with the terms and conditions contained herein shall hold a master's degree or higher in the discipline or course-related area in which they will teach; or hold a master's degree and completed 18 hours of graduate coursework in the discipline or course-related area in which they will teach.

The teacher credential files will be reviewed by the College's Office of Institutional Effectiveness to determine eligibility. The College shall have final approval of any instructor proposed by the District. If a teacher is found to be ineligible to teach, the College reserves the right to cancel the course.

3.3 District Instructor Responsibilities. District instructors agree to attend and participate in College organized training events that will provide necessary information relating to required use of campus computer systems and learning-management software (Canvas), course management, grade assignments, developing course syllabus, reviewing department expectations, completing University BGP Assessments and reviewing and confirming course rosters.

3.4 Payment to the College. District shall pay the College the sum of the default funding rate established by Ohio Revised Code 3365.07 or the current default floor rate of \$41.64 (whichever amount is greater at the time of the alternative funding report is filed) per credit hour enrolled for each student for all course offerings taught by a qualified teacher from the School under the College Credit Plus Dual Enrollment Program under what the college defines as an Option 1 rating and listed in ODDEX as HI as delivery format.

District shall pay the College the sum of \$166.55 per credit hour enrolled for each student for all course offerings that are delivered on the campus of Bowling Green State University or taken on-line via distance learning during the fall, spring, and summer semesters and listed in ODDEX as OC or OL as delivery format.

For the term of this Agreement, the amount due the College will be paid in accordance with the process defined by the Ohio Department of Education and the Ohio Department of Higher Education through the state's ODDEX system.

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3.5 Minimum Course Enrollment. District agrees that only courses that meet the pre-determined minimum enrollment shall qualify for onsite Dual Enrollment Program offerings under the terms of this agreement. If the minimum is not met by the College's start of semester date, the College reserves the right to cancel the course.

- Minimum enrollment for a 3 credit hour class is 10 students
- Minimum enrollment for a 4 credit hour class is 8 students
- Minimum enrollment for a 5 credit hour class is 6 students

3.6 Course Offerings. The College and District will agree upon set BGSU courses to be offered at the School location specified in Section 2.2 by a qualified and credentialed instructor who meets the requirements of Section 3.2. The approved courses and instructors are listed in Appendix A.

All courses offered at the School will be over a 15 week period unless otherwise agreed upon in writing by the College and the District.

By no later than May 1st, the District will submit to the College a written list of the semesters in which each course will be delivered and the number of sections to be taught. The College may extend that deadline upon the District's written request and for good cause shown.

3.7 Textbooks. District must order and pay for all required textbooks for the course(s) listed in Appendix A. The books used in each course will be determined by the assigned BGSU faculty mentor and the CCP instructor at the TeachBG professional development event in May.

4.0 COMPLIANCE

The Parties shall perform their respective rights and responsibilities hereunder in a manner that is in full compliance with all controlling laws, rules and regulations. The Parties shall not discriminate on the basis of race, creed, color, sexual orientation, gender, age, pregnancy, disability, religion, ancestry, or on any other basis that may be prohibited by law.

5.0 NOTICES

All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be either personally delivered, or transmitted by certified mail, email, wire, or other device reasonably calculated to effect delivery of documents within three (3) calendar days. All such notices shall be effective only when received by the addressee. Unless otherwise agreed to in writing by the Parties, such notices, designations, and communications shall be sent to the Parties' representatives at the addresses noted below:

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College Representative:

Holly Cipriani, Associate Director, Pre-College Programs
Bowling Green State University
104 University Hall, Bowling Green, Ohio 43403
Telephone: (419) 372-1537; Email: ccplus@bgsu.edu

District Representative:

Elida Local Schools
4380 Sunnydale Ave., Elida, OH 45807
Telephone: (419) 331-4155

6.0 SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their successors, assigns and legal representatives, to the other Party to this Agreement and to the successors, assigns and legal representatives of the other Party with respect to all terms of this Agreement. The District shall not assign or transfer any right or responsibility under this Agreement without the prior written consent of the College.

7.0 NO THIRD PARTY BENEFICIARIES

None of the provisions of this Agreement or any document contemplated hereby or referenced herein is intended to grant any right or benefit to any person or entity that is not a signatory to this Agreement.

8.0 MODIFICATIONS

This Agreement represents the entire integrated agreement between the College and the District and supersedes all prior negotiations, representations or agreements, either written or oral. No representations were made or relied upon by any Party other than those expressly set forth herein. No agent, employee, or representative of a Party is empowered to alter or modify any of the terms of this Agreement unless such alteration or modification is done in writing and signed by the signatories below, or their successors, or other authorized persons designated, in writing, by such signatories or successors.

9.0 SEVERABILITY

If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

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Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

10.0 WAIVERS

Any waiver by a Party to any term or condition of this Agreement by the other Party shall not affect or impair the waiving Party's right with respect to any subsequent act or omission of the same type, nor shall it be deemed to waive any other right under this Agreement; nor shall any delay or omission of a Party to exercise any right arising under this Agreement affect or impair such Party's rights as to the same or any future delay or omission; nor shall the failure of a Party to this Agreement to require or exact full and complete compliance with any one or more of the provisions of this Agreement be construed as in any manner changing such provision or provisions.

11.0 TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year from the effective date. Notwithstanding the provisions of the previous sentence, either Party may terminate this Agreement pursuant to Section 12.0. This Agreement may be renewed for additional one-year terms upon the execution of a Memorandum of Extension signed by the Parties within thirty (30) days of the expiration of the then-current term.

12.0 TERMINATION

12.1 Grounds for Termination. Subject to the provisions of Paragraph 12.2 this Agreement shall be deemed terminated in its entirety upon the occurrence of any one or more of the following events:

- (a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects;
- (b) at the expiration of the term or a renewal term as described in Paragraph 11.0; or
- (c) upon the provision of thirty (30) days prior written notice by one Party to the other; provided, however, that each registered District student will be allowed to complete the Dual Enrollment Program course(s) in which they are then enrolled.

12.2 Surviving Provisions. The provisions of Paragraph 14.0 (GOVERNING LAW; DISPUTE RESOLUTION) shall survive any termination of the Agreement based upon Section 12.1 above.

13.0 RESPONSIBILITY

Neither Party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other Party or its employees, affiliates, or other representatives, and each Party shall be responsible for its own acts or omissions and those of its employees, affiliates, or other representatives and nothing contained herein is intended to shift such responsibility from one Party to the other.

14.0 GOVERNING LAW; DISPUTE RESOLUTION

14.1 Ohio Law. This Agreement shall be interpreted, controlled, and enforced in accordance with the substantive laws of Ohio. District acknowledges that the College, as part of Bowling Green State University, is an instrumentality of the State of Ohio.

14.2 Disputes. Prior to commencing any litigation by one Party against the other over a disputed matter, the Parties agree that they will meet in good faith for the purpose of seeking an amicable resolution. In the event that such meeting does not result in a resolution of the dispute, both Parties hereby agree to participate in mediation of the dispute, with a mediator mutually selected by them. Only if there is a failure to mutually agree on a mediator, or if such mediation reaches an impasse, may one Party seek judicial enforcement of this Agreement against the other Party.

15.0 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, paragraphs or sections hereof.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date appearing beneath their respective signatures below.

BOWLING GREEN STATE UNIVERSITY

DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPENDIX A

Class	Instructor	Credit Hours	Notes
LAT 2010— Intermediate World Language I	Quinn Whittaker	3	-Placement required: • Successful completion for LAT 1020 (or transfer equivalent), OR • Satisfactory placement on BGSU’s online world languages placement test -BGP: Humanities & Arts and International Perspective
LAT 2020— Intermediate World Language II	Quinn Whittaker	3	-Placement required: • Successful completion of LAT 2010 (or transfer equivalent), OR • Satisfactory placement on BGSU’s online world languages placement test -BGP: Humanities & Arts and International Perspective
MATH 1280— Pre-calculus Mathematics	Jennifer Lichty	5	Pre-Requisite: • Completion of MATH 1220 (or transfer equivalent), OR • Satisfactory placement on BGSU math placement test, OR • Satisfactory placement via cumulative HS GPA and ACT math score or SAT math score -BGP: Quantitative Literacy
MATH 1340— Calculus and Analytic Geometry 1A	Jennifer Lichty	3	Pre-Requisite: • Completion of MATH 1280 (or transfer equivalent), OR

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			• Satisfactory placement on BGSU math placement test, OR • Satisfactory placement via cumulative HS GPA and ACT math score or SAT math score -BGP: Quantitative Literacy
MATH 1350— Calculus and Analytic Geometry 1B	Jennifer Lichty	3	Pre-Requisite: • Completion of MATH 1340 -BGP: Quantitative Literacy

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