

**COLLEGE CREDIT PLUS
AGREEMENT
BETWEEN
SINCLAIR COMMUNITY COLLEGE
AND
_____ SCHOOL DISTRICT**

This Agreement is entered into by and between Sinclair Community College (Sinclair) and _____ School District (District). The purpose of this Agreement is to set forth the general terms under which Sinclair will provide college level courses to students of the District under Ohio's College Credit Plus program. All terms of this Agreement shall be interpreted to be consistent with the provisions of Ohio Revised Code Chapter 3365 and Ohio Administrative Code Sections 3333-1-65 through 3333-1-65.14. The parties agree as follows:

A. Term of Agreement

This Agreement shall become effective on the last date of signature below and remain in effect until terminated by either party. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party; however, the termination will not be effective until the end of the District's current school year.

B. College Credit Plus courses may be provided under this Agreement in any of the following ways:

1. College courses taught at a high school by a high school teacher.
2. College courses taught at a high school by a Sinclair instructor.
3. College courses taught at a Sinclair location or online by a Sinclair instructor.

C. Sinclair will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.14.
2. Designate a Sinclair employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Apply its established standards and procedures for admission to Sinclair and for course placement for District students who seek to take courses under this Agreement, including placement tests.
4. Provide to each District high school for each Sinclair academic term a list of students who are enrolled at Sinclair under this Agreement and a list of course assignments for each student.
5. Promote the College Credit Plus program and the District's participation with Sinclair in the program on Sinclair's website and in appropriate written materials and advertising.
6. Coordinate with the District to present at least one informational session about the College Credit Plus program per school year for interested students and parents.
7. Provide one or more Sinclair employees to fulfill the advising requirements for each District student enrolled at Sinclair under this Agreement and ensure that the advising occurs with the student at least once each term, prior to Sinclair's established withdrawal date, to discuss the program and the courses in which the student is

- enrolled. Advising and communication about critical dates will be made available in-person, by email, and/or through electronic resources.
8. Review the documentation submitted by the District in connection with any high school teacher whom the District seeks to be eligible to teach Sinclair courses and determine if the teacher is qualified to teach these courses.
 9. Before assigning any instructor to teach a Sinclair course at a District high school, assure that the instructor has successfully completed any criminal background check that the District may require.
 10. Provide at least one professional development session per school year for high school teachers who are teaching College Credit Plus Courses at the High School under this Agreement.
 11. Apply all of its policies generally applicable to Sinclair students, including its Student Code of Conduct, to all District students enrolled in courses under this Agreement.
 12. Award transcribed college credit for all courses successfully completed by a District student under this Agreement.

D. District will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.14.
2. Designate a District employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Identify high school teachers qualified to teach Sinclair courses and submit to Sinclair all documentation needed for Sinclair to determine if the teachers qualify to teach Sinclair courses.
4. If any instructors are assigned to teach a Sinclair course at a District high school, inform Sinclair in writing prior to the start of any academic year if the instructor is required to successfully complete any criminal background check of the District.
5. Each year, prior to the District's general deadline for student course registration for the next school year, publicize to District students in grades six through eleven and their parents, the availability of Sinclair courses under this Agreement.
6. Provide counseling services to District students in grades six through eleven and their parents before the students apply to Sinclair or participate in any Sinclair courses under this Agreement to ensure the students and parents are fully aware of the possible consequences and benefits of participation, including all counseling information required by Ohio Revised Code 3365.04.
7. Coordinate with Sinclair the process for admitting District students to Sinclair and enrolling District students in Sinclair courses offered under this Agreement.
8. Communicate to District students and parents the process for admission to Sinclair and registration for Sinclair courses offered under this Agreement.
9. Communicate to District teachers, students, and parents the various course academic requirements and outcomes and adhere to those for each course.
10. Provide or pay for all textbooks for District students participating in any courses offered under this Agreement, at no cost to the students, their parents or Sinclair.
11. Ensure students' grades and any withdrawals are reported to Sinclair in accordance with Sinclair procedures and deadlines.
12. Unless otherwise agreed to by the parties, provide and pay for any disability related reasonable accommodations provided to students during the enrollment process and in connection with any Sinclair course. When the district provides the reasonable

- accommodations, their nature and extent will be as agreed to by the District and Sinclair, with appropriate input from the student.
13. Provide written notice to Sinclair of the expulsion of any student enrolled in a Sinclair course under this Agreement, and if the District has adopted a “policy to deny high school credit for courses taken under the college credit plus program” during an expulsion of a student by the District, as set forth in Ohio Revised Code Section 3365.032.
 14. Provide written notice to Sinclair and all Sinclair instructors assigned to teach any Sinclair course at a District high school, of all applicable policies and procedures with which the instructor is required by the District to comply.

E. Courses to be taught at the high school:

The specific college courses to be taught each school year at a District high school or taught online with a District high school teacher serving as proctor or facilitator will be agreed upon annually by Sinclair and the District prior to the start of each academic year and set forth in an Addendum to this Agreement.

The parties will endeavor to have a list of these agreed upon courses available to District students and parents prior to the date students register for high school classes for the next school year; however the list may be adjusted or expanded at any time.

Sinclair may establish a minimum and/or maximum number of students or other conditions related to these courses (such as appropriate facilities) for any particular course to be actually provided.

F. Payment to Sinclair

Sinclair will be paid for the services it provides under this Agreement by the Ohio Department of Education in accordance with Ohio Revised Code Section 3365.07 for the courses provided under this Agreement, at the rates set forth in Exhibit A.

The rates set forth in Exhibit A will be in effect for one academic year only. For each subsequent academic year, Sinclair will provide written notice to the District of Sinclair’s intended rates for the next academic year. Sinclair and the District will negotiate in good faith regarding the rates to determine agreed upon rates on or before February 1. The agreed upon rates shall be set forth in writing and attached as a new Exhibit A to this Agreement.

G. Additional Services and Funding from Sinclair:

Sinclair may:

1. Make additional professional development opportunities available or provide funding to the District for such opportunities for teachers employed by the District so that those teachers may obtain the applicable credentials necessary to be approved by Sinclair as adjunct faculty and teach Sinclair Courses under this Agreement.
2. Provide funding to the District for defraying a portion of the expenses associated with purchasing textbooks for District students taking courses under this Agreement.

3. Provide scholarships for District students who enroll at Sinclair following graduation from high school.

Any such additional services and/or funding from Sinclair will be based on availability of funds and will be set forth as an Addendum to this Agreement or in one or more separate agreements between Sinclair and District.

H. Participation of Students:

This Agreement cannot be used by either party to limit participation of a student in enrolling in courses not subject to this Agreement.

I. Nondiscrimination:

Each party will comply with all applicable laws regarding 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.

J. Governing law:

This Agreement shall be governed by and construed under the laws of the State of Ohio, as they may be amended from time to time.

- K.** Any amendment or addendum to this Agreement must be in writing and signed by authorized representatives of both parties.

L. Entirety of Agreement:

This Agreement, including all Exhibits and any addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto.

SINCLAIR COMMUNITY COLLEGE

DISTRICT

Dr. Steven L. Johnson, President and CEO

Name/Title: _____

Date

Date

EXHIBIT A

PAYMENT RATES FOR 2023-2024 ACADEMIC YEAR

The following rates shall be in effect for the 2023-2024 school year, including summer 2023, fall 2023 and spring 2024:

Category 1 Courses-College courses taught at a high school by a teacher employed by District: **The “default floor amount” established in accordance with Ohio Revised Code Chapter 3365.07.**

Category 2 Courses-College courses taught at a high school by an instructor employed by Sinclair: **The same rate as set forth for Category 1.**

Category 3 Courses-College courses taught at a Sinclair location or online by an instructor employed by Sinclair: **The same rate as set forth for Category 1.**

The “default floor amount” will be determined by law based on a formula of the Ohio Department of Higher Education. The formula is based in part on the Per Pupil Foundation rate established from time to time by the Ohio General Assembly. The parties expect that the Per Pupil Foundation rate for the 2023-2024 will be finalized by the Ohio General Assembly on or before June 30, 2023 and agree to use the resulting “default floor amount” as the rates, as set forth above.

The course rates stated above for Category 2 and 3 courses constitute “an alternative payment structure” and/or “an alternative funding structure” as those terms are used in Ohio Revised Code Section 3365.07 and/or Ohio Administrative Code Section 3333-1-65.6.

