

The North Central State College Credit Plus ASP Agreement
 High School Name: Pioneer Career & Technology Center



North Central State College

2021-22 AGREEMENT BETWEEN PIONEER CAREER & TECHNOLOGY CENTER AND NORTH CENTRAL STATE COLLEGE

North Central State College (NC State) and Pioneer Career & Technology Center (School) (individually referred to as a “party” or collectively referred to as the “parties”) agree to enter into a school-college partnership to provide higher education opportunities to qualified learners within the district. These opportunities will be provided by making available college courses through the College Credit Plus Advanced Standing Program (ASP). College Credit Plus (CCP) is a State of Ohio program which enables Ohio high school students to enroll in public colleges, such as NC State, 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 agreement is governed by and subject to Ohio Revised Code Chapter 3365. This partnership is agreed to for the purpose of challenging learners with rigorous academic work and to increase the number of students who are prepared for, enroll and succeed in higher education opportunities of their choice. This agreement is based on the assumption that current State of Ohio funding patterns will remain beneficial to all parties and that there is adequate student enrollment and school district participation.

I. CCP courses may be delivered under this Agreement in one of five ways:

- a. College Based (CB) – a course delivered on one of NC State’s campuses and/or at another location operated by NC State.
- b. College Taught (CT) – a course delivered at a secondary school in the School’s district and taught by NC State faculty. Unless otherwise agreed by the parties, CT courses will be held at the secondary school at no cost to NC State.
- c. High School Based (HSB) – a course delivered at a secondary school in the School’s district and taught by a School faculty who has met the credential requirements and been determined by NC State to qualify as adjunct faculty. The course will use a syllabus, textbooks and examinations approved by NC State. The course also must have been approved by NC State as having equivalent content, learning objectives and outcomes, and work assignments as an on-campus college course. NC State will conduct at least one classroom observation per school year for each course that is authorized by NC State and taught by a School faculty to ensure the course meets the quality of a college level course.
- d. College Based Online (CBO) – a course delivered online and taught by NC State faculty, excluding a HBO.
- e. High School Based Online (HBO) – a course designed solely for a secondary school in the School’s district delivered online and taught by NC State faculty.

I. NC State agrees to:

- a. Provide a mutually agreed upon schedule of ASP courses to be offered in the School’s district which will be reviewed and amended for each subsequent academic year as mutually agreed upon.

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- b. Provide ASP courses that bear college credit through the University System of Ohio (USO) Transfer Module (TM), Transfer Assurance Guides (TAG), Career/Technical Assurance Guides (CTAG), or other courses meeting Ohio Department of Higher Education requirements.
- c. Provide School's students enrolled and accepted by NC State in the ASP, and that remain in good standing, with student enrollment services such as admissions assistance, academic placement testing and course registration assistance.
- d. Provide current syllabus, class management materials and textbook ISBN for each ASP course.
- e. Provide textbooks for the ASP HSB course(s) being taught at the School.
- f. Permit School's faculty approved to teach ASP courses pursuant to this Agreement to refer to themselves as NC State adjunct faculty. Despite use of that title, School's faculty shall at all times remain and be considered School's employees, and, unless otherwise stated in this Agreement, NC State shall not be responsible for any expenses, benefits, or other matters related to the School's faculty.
- g. Provide School's students enrolled and accepted by NC State in the ASP, and that remain in good standing, with access to NC State campus facilities and student support services.
- h. Admit School's students into the ASP as mutually agreed upon in accordance with law and rules specified in the Ohio Revised Code § 3313.6013 and/or established by the State of Ohio and its agencies; and who meet NC State admission criteria. NC State is solely responsible for making the admission decision. Each student will be expected to:
 - Complete application materials;
 - Complete placement tests, if required;
 - Provide prerequisite documentation and meet prerequisite course requirements, if required; and
 - Follow all NC State student policies and procedures, including procedures for initiating official withdrawal from courses.
- i. Establish a mentoring relationship with School's faculty approved to teach NC State ASP courses which will include orientation to NC State, the course(s), technology, student assessment, pedagogy, professional development, and other topics related to student success.
- j. Provide an Early College Experience Program Coordinator to facilitate the development, implementation and management of all NC State ASP courses offered at the School.
- k. Based on NC State's course credit guidelines, award college course credit to dual-enrolled students for successful completion of the advanced standing course(s).
- l. Give priority to its current students regarding enrollment in courses. However, once a CCP student has been accepted into a course, NC State will not displace that student for another student.
- m. Send written notice to the student, the student's parent and the student's secondary school, not later than 14 days prior to the first day of classes for the term, notice of the student's admission to NC State and to the specific courses under the CCP program.
- n. 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 student's secondary school, the courses and hours of enrollment of the student and the student's

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tuition payment and credit election to receive NC State or NC State and high school credit under Ohio Revised Code §§ 3365.06 (A) or (B).

- o. Provide a roster of participants to each School high school participating in the CCP that are enrolled in courses and a list of course assignments for each participant.
- p. Promote the CCP program on NC State's website, including the details of this Agreement.
- q. Coordinate with the School to present at least one informational session per school year for interested students and parents.
- r. 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.

II. School agrees to:

- a. Provide classroom(s) and/or lab(s) spaces that are accessible during the School's normal hours of operation.
- b. Provide equipment/technology as needed. NC State will communicate facility requirements for each ASP course prior to completing the scheduling of a course.
- c. Use textbooks approved by NC State for the ASP course(s) being taught at the School.
- d. Provide or pay for all textbooks and related course materials for the ASP CT, CB, CBO and HBO course(s) being taught at no cost to the students or NC State.
- e. Inventory and provide safe storage for textbooks when not in use.
- f. Replace any lost or damaged textbooks
- g. Follow the appropriate course syllabus for each NC State ASP course taught at School and ensure that all learning outcomes are met.
- h. Ensure that School's faculty approved to teach ASP courses pursuant to this Agreement meet minimum college credential requirements, as defined by the Ohio Department of Higher Education, and be recommended by both the School's Superintendent and High School Principal, and successfully complete the required Teacher Orientation sponsored by NC State prior to teaching a NC State ASP course. And, submit required documentation needed by NC State to credential appropriate School faculty.
- i. Based on School's course credit guidelines, award high school course credit to dual-enrolled students for successful completion of the advanced standing course(s).
- j. Take no action which would violate any contracts affecting the operations or delivery of instruction on NC State's property or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon NC State's property, or which could cause any impairment or reduction of the good will and reputation of NC State.
- k. Comply with the Ohio Revised Code CCP program provision (Ohio Revised Code §§ 3365.01, *et seq.*), including the payment provisions of the program as well as any applicable Ohio Administrative Code provisions regarding the CCP program. In the event there is a conflict between the applicable Ohio Revised Code and Ohio

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Administrative Code provisions and this Agreement, the Ohio Revised Code and Ohio Administrative Code provisions prevail.

- l. Publicize all NC State CCP offerings prior to the first day of March of each year to all students in grades six through eleven.
- m. 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 School agrees to provide all counseling information required by Ohio Revised Code § 3365.04.
- n. Coordinate the student enrollment process with NC State personnel and faculty.
- o. Communicate the process for admission and registration to students and parents.
- p. Communicate and adhere to CCP course academic requirements/outcomes.
- q. Ensure grades and student withdrawals are reported according to NC State deadlines.
- r. Provide all necessary tutoring and accommodations consistent with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), Americans with Disabilities Amendments Act of 2008, and the Rehabilitation Act of 1973 for CCP courses taught at a School high school.

III. NC State and School agree to:

- a. Work collaboratively to enhance and expand ASP course offerings.
- b. Immediately address issues affecting teaching, learning, and student success in the parties' ASP through discussions with appropriate faculty and designated School and NC State administrators or staff.
- c. Strive to respect each other's Board Policies, Administrative Guidelines and interests while providing the services established through this Agreement and work together to resolve conflicts.
- d. Annually assess satisfaction with the operation of the ASP. The specifications for such reviews shall be determined by written agreement of the parties.
- e. Inform School's dual enrolled students that they are subject to the academic and disciplinary rules of NC State's and School's Student Codes of Conduct and must adhere to all NC State and School policies and procedures. Any violations are subject to disciplinary proceedings and sanctions at NC State's and/or School's discretion.
- f. Comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999, and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow the parties' students to participate in the ASP and to track student interest, persistence and success. With further regard to education records disclosed pursuant to the Family Educational Rights and Privacy Act, the parties understand and agree that they may not share or disclose these education records with any party without first obtaining the consent of the disclosing party and the relevant student or students. In addition, in performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations including but not limited to Ohio Revised Code § 3313.6013, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Americans with Disabilities Amendments

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Act, and shall not unlawfully discriminate against any employee or student of NC State or the School on the basis of race, sex, religion, disability, age, national origin, color or veterans status. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring this entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In such event, the parties will use their best efforts to ensure that any students then participating in the parties' ASP are able to complete the program courses the students are enrolled in at the time of termination.

- g. Be individually and independently responsible for its own licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. This Agreement does not render School's faculty as employees of NC State under any state sponsored pension plan described in Ohio Revised Code Chapters 145, 3307, or 3309. In the event the STRS, PERS, or SERS Board deems School's faculty as employees of NC State as a result of this Agreement, School will be responsible for employer contributions on behalf of its faculty.
- h. Insofar as permitted by law, maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement.
- i. Amend and revise this Agreement if necessary to ensure compliance with Ohio Revised Code and Ohio Administrative Code provisions, including those provisions regarding the college credit plus program.

IV. Alternative Funding Arrangement

Ohio Revised Code § 3365.07 provides a funding and payment formula for CCP. This Agreement establishes an alternative payment structure for tuition, textbooks, and fees. NC State and School recognize that this Agreement, including the alternative payment structure, is subject to review and approval by the Chancellor of the Ohio Department of Higher Education. The alternative payment structure is as follows:

- a. For CB courses – School will pay one hundred sixty-six dollars and fifty-five cents (\$166.55) per credit hour for a School student enrolled in a CB course. School will also cover the cost for textbooks and related course materials.
- b. For CT courses - School will pay eighty-three dollars and twenty-eight cents (\$83.28) per credit hour for a School student enrolled in a CT course. School will also cover the cost for textbooks and related course materials.
- c. For HSB courses - School will pay forty-one dollars and sixty-four cents (\$41.64) per credit hour for a School student enrolled in a HSB course. NC State will cover the cost for textbooks and related course materials.
- d. For CBO courses – School will pay one hundred sixty-six dollars and fifty-five cents (\$166.55) per credit hour for a School student enrolled in a CBO course. School will also cover the cost for textbooks and related course materials.
- e. For HBO courses – School will pay eighty-three dollars and twenty-eight cents (\$83.28) per credit hour for a School student enrolled in a HBO course. School will also cover the cost for textbooks and related course materials.
- f. No School student enrolled in a CB, CT, CBO, HBO or HSB course will be charged for any tuition, textbooks, related course material fees or other fees related to the CCP program.

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The dollar amounts set forth in this Section IV are subject to change in the sole discretion of NC State upon providing reasonable notice to School. By way of example only, amendments to Ohio law may result in a change to the “floor” and/or “ceiling” CCP per credit hour dollar amount colleges and universities can charge which then may result in NC State changing the dollar amounts set forth in this Section IV.

V. Preparation of Exhibits

- a. Each year, NC State and School will prepare an Exhibit to this Agreement that provides a list of the agreed upon courses that are to be taught as CT, HSB and HBO courses.

VI. Non-appropriation

- a. The parties recognize and understand that their or its funding may be contingent upon the availability of lawful appropriations by the General Assembly of the State of Ohio, or in the case of School its Board of Education. If the General Assembly fails to continue current levels of funding for NC State and/or the School, or if the School's Board of Education discontinues current levels of funding for this Agreement, this Agreement may cease without penalty to NC State or the School as of the date of the reduction of funding by the State of Ohio, and NC State and the School will have no further obligation to carry out this Agreement. The parties will, however, use reasonable efforts to allow the School's then dual enrolled students to continue in the ASP until the last student completes or ends participation in his/her dual enrolled course(s), or as otherwise mutually agreed to by the parties. Should any other unexpected event cause a need to address the viability of this Agreement, the parties agree to work toward a mutually acceptable resolution. This section is not meant to limit other rights of the parties to terminate this Agreement.

VII. Term and Termination of Agreement

- a. The term of this Agreement shall begin on July 1, 2021 and, unless earlier terminated, extend through June 30, 2022. Thereafter, the parties may execute, in writing, signed by authorized representatives of the parties, a successor agreement incorporating the same or similar terms as those set forth herein.
- b. Unless earlier terminated as permitted by the terms of this Agreement, either party may terminate this Agreement by providing forty-five (45) calendar days advance written notice to the other party specifying the intent to end this Agreement. The effective termination date will be forty-five (45) calendar days from the date such notice is received by the non-terminating party, unless the term of this Agreement expires prior to the last day of the forty-five calendar days.
- c. In the event this Agreement is terminated, the School's then dual enrolled students will be allowed to continue in the ASP until the student completes or ends participation in his/her dual enrolled course(s), or as otherwise mutually agreed to by the parties.

VIII. Liability

- a. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omissions 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.
- b. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- c. In conjunction herewith, School agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of School's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and Two Hundred Fifty Thousand Dollars

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(\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by NC State. Any insurance policy required hereunder shall include an endorsement naming NC State and the State of Ohio as additional insureds. Prior to the effective date of this Agreement, School shall provide NC State with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to NC State in its sole discretion. School shall provide written notice to NC State no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to NC State evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.

- d. In conjunction herewith, NC State agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of NC State's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by School. Any insurance policy required hereunder shall include an endorsement naming School as an additional insured. Prior to the effective date of this Agreement, NC State shall provide School with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to School in its sole discretion. NC State shall provide written notice to School no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to School evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.

IX. Miscellaneous

- a. **Publicity.** No publicity containing any reference to NC State, other than the fact that this Agreement exists between the parties, shall be used by either party, except upon prior approval by the other party.
- b. **Severability.** If a court of competent jurisdiction finds that any section or provision of this Agreement is illegal, unenforceable, or in conflict with any law, such section or provision shall be deemed severed from this Agreement without affecting the validity of the remainder of the Agreement.
- c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio.
- d. **Jurisdiction-Venue.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the state courts of Ohio.
- e. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, an additional copy addressed to each party's "Legal or General Counsel":

For School:

For NC State:

- f. **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

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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.

- g. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
- h. **No Third Party Beneficiaries.** This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either party.
- i. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.
- j. **Complete Agreement-Integration.** Unless otherwise specifically set forth in this Agreement, this Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- k. **Counterparts: Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.
- l. **Default or Breach.** The aforementioned terms and conditions set forth above are material to this Agreement. In the event that either party defaults on the articulated responsibilities, whether listed in the Agreement as mutual or individual, the non-defaulting party will notify the defaulting party in writing and allow the defaulting party thirty (30) days to correct the default. If the default is not corrected during that period, the non-defaulting party has the right to terminate this Agreement, in part or full, by providing advance written notice of the same to the defaulting party.

X. Declaration of Assurances

By signing below, NC State and School declare that the alternative payment structure agreement set forth in this Agreement requesting below the default floor per credit hour funding adheres to all statutory and administrative requirements of Ohio Revised Code Chapter 3365 and Ohio Administrative Code Chapter 3333-1-65.

XI. Signatures

In Witness Whereof, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

 Superintendent

 Date

 NC State President

 Date