

College Credit Plus Partnership Agreement

WHEREAS, Chapter 3365 of the Ohio Revised Code establishes the College Credit Plus Program (Program), under which secondary school students may enroll at a college and complete courses for both high school and college credit, and may elect to have the college reimbursed under Section 3365.06(B) of the Ohio Revised Code; and

WHEREAS, the “default floor amount” is defined under Section 3365.07 of the Ohio Revised Code; and

WHEREAS, Lakeland Community College (Lakeland) has developed a College Credit Plus Partnership to provide access and opportunity for public school district students from Lake County and surrounding areas to enhance those students’ college and career readiness and postsecondary success. The Partnership is a collaboration between Lakeland and Buckeye Local School District (Partner), a public school district, to offer Lakeland post-secondary programs and courses for Partner’s students; and

WHEREAS, Lakeland and Partner wish to create a seamless transition of learning for Partner students allowing those students to earn both transcribed high school and college credit upon successful completion of Lakeland courses; and

WHEREAS, Lakeland and Partner seek to enhance the options for time and/or place bound Partner students; and

WHEREAS, Lakeland and Partner intend to commence a comprehensive educational collaboration that mutually benefits the students they serve through the Partnership,

THEREFORE, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Lakeland and Partner hereby enter into this Partnership Agreement designed to affect the above stated aims in a manner which shall provide the participating students with a quality completion program.

A. PARTNERSHIP PARAMETERS:

1. Both parties will operate the Agreement in accordance with the Ohio Revised Code Chapter 3365 and all corresponding rules associated with governance of the State of Ohio’s College Credit Plus legislation.
2. Lakeland and Partner will equally promote the Agreement to Partner’s students and their families, as well as to the communities served by the Partner.

3. Lakeland and Partner shall agree and follow in all aspects this Agreement's section E, funding and procedures for payment.
4. If Partner is a public school district, Lakeland and Partner will not charge a Partner's student participating in this Agreement for tuition, textbooks, or fees.
5. Lakeland and Partner will comply with all required reporting in accordance with the Ohio Revised Code and all corresponding rules associated with the State of Ohio's College Credit Plus legislation, including, but not limited to, the annual submission of an executed copy of this Agreement to the Ohio Board of Regents and the Ohio Department of Education, and academic term and annual reporting of Partner students' enrollments, grades, and credits under the Program.

B. STUDENT REQUIREMENTS:

1. In order to be eligible, a Partner's student must meet all State of Ohio College Credit Plus student requirements.
2. For acceptance into the Program, a student must:
 - a. Submit an online College Credit Plus admissions application.
 - b. Submit an official high school transcript.
 - c. Place into college level English either through successful completion of the Lakeland's placement exam or submission of acceptable ACT/SAT scores. To participate in math courses through CCP, students must have successfully completed Algebra 2 and place into college-level math.
3. Partner students enrolled in Lakeland courses will be considered Lakeland students for the purposes of that course and are subject to all Lakeland policies and procedures, including, but not limited to, Lakeland's Student Conduct Code.
4. Partner's students are eligible for up to thirty credit hours per academic year, beginning June of said year. The thirty credit hours threshold is calculated by adding credit hours enrolled at Lakeland to any credit hours being taken during the same academic year from other IHE and any courses being taken at the high school. (One high school course equals three college credit hours.) Students are financially responsible for the tuition and books for courses that exceed the thirty-hour threshold.

C. LAKELAND SHALL:

1. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Partner, and designate a Lakeland staff member to serve as the Partnership coordinator.
2. Identify an advisor for all of Partner's students.
3. Schedule at least one meeting of a Partner's student and Lakeland advisor prior to Lakeland's effective no-fault course drop out date.
4. Provide College Credit Plus application and registration support services for Partner's students.
5. Provide Partner students access to Lakeland facilities and support services.
6. Coordinate with Partner to provide placement testing.
7. Upon course completion, submit and transcript official grades to Partner in a timely manner.
8. Provide any necessary information to Partner or State of Ohio needed for Education Management Information Systems reporting.
9. When offering a Lakeland course taught at a Partner facility or through any of the Partner's digital or electronic capacities that are taught by a Partner instructor:
 - a. Coordinate the review, selection, and assignment of a Partner instructor, which will parallel the process used by Lakeland to assign adjunct faculty.
 - b. Confirm that Partner instructors possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
 - c. Provide copies of Lakeland course outlines/syllabi to Partner instructors selected to teach Lakeland courses.
 - d. Require that Partner instructor teaching Lakeland courses follow Lakeland syllabus and/or course outlines.
 - e. Provide a Lakeland representative for Partner instructor orientation to college course work, discussions on course outlines, expected learning outcomes of the courses, peer review in the classroom, monitoring of student and teacher progress, and review of final exam/assessments' grades and grading procedures.

- f. Provide a Lakeland representative to conduct up to two observations of each Lakeland course and Partner instructor per semester.
- g. Provide professional development opportunities to all Partner instructors who instruct Lakeland courses as adjunct faculty.
- h. Require Program students to complete major common student assessments of each college course (e.g., exams, projects, presentations, papers) and be held to the same grading standards as Lakeland.
- i. Maintain contact with the Partner representatives and assess the Program at the end of each school year with the Partner.
- j. Reserve the right to cancel any Lakeland course provided that any ongoing current term will continue until enrolled students have had the opportunity to complete the scheduled courses for that term and receive final grades and full credit.
- k. Provide comprehensive liability insurance coverage for the delivery of Lakeland instruction.
- l. Provide oversight to Partner instructors for the learning outcomes and expectations of Lakeland's course.

D. THE PARTNER SHALL:

- 1. Issue a notice, prior to February 1 of each year, providing information about College Credit Plus and identifying this Agreement with Lakeland.
- 2. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Lakeland.
- 3. On behalf of Lakeland, recruit qualified students to participate in Lakeland courses.
- 4. Provide at its own expense, appropriate and protected learning space, power and internet connectivity, and proctor coverage for any agreed to distance learning programs.
- 5. Confirm the number of college credits a Partner student participant may earn during the academic year by September 15.
- 6. When offering Lakeland courses at the Partner's facilities or through any of the Partner's digital or electronic capacities that are taught by a qualified high school instructor:

- a. Provide appropriate classroom space and equipment for those courses.
 - b. Establish proposed course offerings by February 1 prior to each academic year.
 - c. Schedule all courses to run in the normal Partner cycle and term.
 - d. Reserve the right to cancel any course.
 - e. Ensure courses consist of Partner's students who have enrolled at Lakeland and have been appropriately placed into the course. Partner shall follow Ohio Revised Code Chapter 3365 and all corresponding rules for any other Partner student attending that course but not enrolled at Lakeland.
 - i. Recruit qualified Partner instructors to teach courses, or allow Lakeland faculty on premises to teach those courses. Partner instructors must be employees of the Partner, and the Partner shall be solely responsible for paying their salaries and benefits. Furthermore, Partner instructors must possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
 - f. Require that the applicable college textbook(s), and textbook edition, be used in a course.
 - g. Facilitate the monitoring of student and Partner instructor progress.
 - h. Allow Lakeland academic liaisons to conduct course and instructor evaluations in accordance with departmental practices which may include classroom visits by authorized Lakeland representatives.
 - i. Provide comprehensive liability insurance coverage for the delivery of instruction, and provide Lakeland with a certificate of insurance naming Lakeland as an additional insured.
7. When Program courses are taught at the Partner's facilities or through any of the Partner's digital or electronic capacities by Lakeland faculty:
- a. Courses must meet Lakeland's course enrollment minimums.
 - b. Courses must be aligned with Lakeland's semester calendar and course scheduling pattern unless a modification is requested and approved in advance of the course offering.

E. FUNDING AND PROCEDURES FOR PAYMENT

Payment

1. Excluding compensation for "textbooks," Lakeland agrees to accept payment from the State of Ohio Department of Education for each credit hour taught in the following amounts:
 - a. For courses taught at a Partner facility by a Partner instructor, the amount designated as that academic year's "default floor amount" (\$41.64 per credit hour) as defined under Ohio Revised Code Chapter 3365 and all corresponding rules.
 - b. For courses taught at a Partner facility by a Lakeland instructor, \$68.90 per credit hour.
 - c. For courses taught at a Lakeland facility by a Lakeland instructor, \$105.00 per credit hour.
2. Excluding its obligation for "textbooks," Partner agrees to release payment from the State of Ohio Department of Education, for each credit hour taught, at any balance designated as above the amount paid to Lakeland as described in paragraph 1 (above), and in compliance with Chapter 3365 of the Ohio Revised Code and all corresponding rules, and in conformance with all State of Ohio Department of Education funding requirements.
3. Partner is required to bear the cost of and provide Program students with textbooks as assigned by Lakeland. "Textbooks" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include hardbound, software, and other purchased coursework materials.
 - a. For courses taught at Lakeland's facilities or through any of Lakeland's digital or electronic capacities, Partner will directly reimburse Lakeland for rental of "textbooks" at a rate of \$15.00 for each credit hour taught to Partner's students, with credit hours taught calculated in a manner consistent with the Ohio Revised Code and all administrative rules associated with the State of Ohio's College Credit Plus legislation. Reimbursement from Partner to Lakeland shall be made in full and shall occur within thirty days after receipt of invoice.
 - b. For courses taught at Partner's facilities or through any of Partner's digital or electronic capacities, Partner shall work directly with Lakeland on developing a program to secure textbooks through Lakeland's Bookstore for Partner's students, and where possible, develop opportunities to re-circulate textbooks. Textbooks used at Partner's facilities must be the most recently approved version by Lakeland and must be available for students when classes begin.

- c. At the end of the semester, Partner's students who take courses on Lakeland's campus must return their rented textbooks to the bookstore. If a student drops the class within the drop period, textbooks must be returned to Lakeland's Bookstore in the condition they were purchased. If a student fails to return rented textbooks, the Partner will be billed for the cost of replacement.

Fees

1. Lakeland is required to bear the cost of fees for each Program student. "Fees" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include, but are not limited to, costs or fees charged for postsecondary enrollment application, activities required by the postsecondary institution that may enhance a student's likelihood of academic success, and course-related or laboratory fees.

Agreement Termination

1. Upon termination of this agreement, payment to Lakeland and Partner from the State of Ohio Department of Education for each credit hour taught for a Lakeland course immediately reverts to the "default ceiling," "fifty percent of the default ceiling," or "default floor" amounts based on the manner of instructional delivery as designated for that academic year and as defined under the Ohio Revised Code Section 3365(A)(1) and all corresponding rules.
2. Partner shall immediately reimburse Lakeland for any outstanding invoices related to the reimbursement of textbooks.

F. NON-DISRUPTION:

1. Neither Partner nor Lakeland shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction at Lakeland's or Partner's facilities 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 Lakeland's or Partner's property, or which could cause any impairment or reduction of the good will and reputation of Lakeland or Partner.
2. Insofar as permitted by law, Lakeland and Partner shall maintain confidentiality with regard to information about one another'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.

G. MARKETING:

1. Lakeland and the Partner shall cooperatively market the Program by:
 - a. Promoting the Program through each entity's website including details of the current agreement.
 - b. Partner shall provide Lakeland with reasonable access to Partner students, parents and counselors to allow Lakeland to market and promote the Program.
 - c. Meet all other requirements of Ohio Revised Code Chapter 3365 and all corresponding rules.
2. The Partner shall market the Program by:
 - a. Identifying this Agreement with Lakeland in the required annual notice to students, in the required annual informational session, and on the school website.
 - b. Providing Lakeland with an opportunity to present during the Partner's annual informational session.
 - c. Holding an annual informational session for Partner counselors to meet with Lakeland regarding the Program.
 - d. Assisting Lakeland in mailing promotional materials to Partner students and parents by providing their home addresses.
 - e. Assisting Lakeland in surveying Partner students, parents, counselors, and instructors to gather feedback on how to improve the Program.
3. Each party shall, prior to the issuance of any news or press release (release) marketing the Program, provide notification and a copy of the release to the other Party.
4. The Partner must adhere to use of the Lakeland logo and signage guidelines which will be provided to Partner upon request.

H. TERM AND TERMINATION:

1. The term of this Agreement shall begin May 23, 2022 (first day of Lakeland's summer term) and, unless earlier terminated, extend through May 22, 2023. As of February 3, 2023, 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, which shall not exceed one academic year.

I. LIMITATION OF LIABILITY:

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.

J. MISCELLANEOUS:

1. **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.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, applicable to contracts made and to be enforced wholly within Ohio.
3. **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 sitting in Lake County.
4. **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 Partner:
Superintendent

For Lakeland:
President
7700 Clocktower Drive
Kirtland, Ohio 4409

5. **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 both parties.
6. **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.
8. **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.
9. **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.
10. **Complete Agreement-Integration.** 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.
11. **Compliance with the laws.** 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 Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Education Rights to Privacy Act, and shall not unlawfully discriminate against any employee or student of the Partner or Lakeland on the basis of race, sex, religion, disability, age, national origin, color, or veteran status.
12. **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.

Intending to be legally bound by this agreement, the parties sign below.

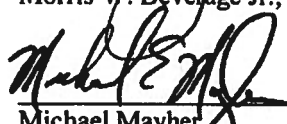
ON BEHALF OF LAKELAND COMMUNITY COLLEGE:



Morris W. Beverage Jr., EDM, President

1/5/2022

Date



Michael Mayher
Executive Vice President & Treasurer

1/5/2022

Date

ON BEHALF OF PARTNER:

Superintendent

Date

Treasurer

Date

Information is also being provided to the public.

The following information is being provided to the public:

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