Memorandum of Understanding

Between Onondaga Community College (Onondaga) 4585 West Seneca Turnpike, Syracuse, NY 13215 and The Syracuse City School District (School), 2 725 Harrison St, Syracuse, NY 13210

This document will serve as an agreement for the facilitation of the implementation of the delivery oncampus of Onondaga's weekday college courses to students of Henninger High School and Corcoran High School for the 2020-21 academic year pursuant to the conditions outlined below.

Onondaga's Responsibilities:

- Provide oversight of course delivery and submission of grades for enrolled students.
- Invoice the amount listed in the Classes, Tuition, and Payments section below.

Responsibilities of School:

- Recruitment of students for courses based on appropriate academic performance and documentation
 that students have met course pre-requisites in accordance with the College's Enrollment of Minors
 Policy.
- for the Enrollment of a Minor in Credit-Bearing Courses.
- For students whose home residence is outside of Onondaga County, furnish a validated Certificate of Residency to Onondaga Community College from their County by the validation deadline required by the county. This link will guide students to the process: https://www.sunyocc.edu/certificate-of-residence. Failure to do so will result in the Tuition cost per credit hour to be incurred in accordance with SUNY Regulations.
- Transportation to and from Onondaga and classroom books and materials, including the Box of Books program, are not covered by this agreement. Arrangements for books and materials, as well as payment of appropriate fees, will be determined by the school district and communicated to the OCC K-12 Partnerships Office prior to the start of the academic year.

<u>Dates of Classes:</u> Classes will be held on campus for the fall semester from August 2020 through December 2020, and for the spring semester from January 2021 through May 2021. Students are expected to attend classes according to Onondaga's academic calendar.

Classes, Tuition, and Payments:

Tuition cost per credit hour is waived for on-campus, in-person weekday courses in the fall and spring semesters for early college students enrolled in non-grant-funded programs by action of the OCC Board of Trustees. Students meeting the requirements who do not achieve a passing grade in a course are permitted to repeat the course one time with no tuition charge. Charges will be incurred for all students, including early college students, for the OCC Technology Fee (\$16.00/credit hour) and any required course, lab or curricular fees. Rates listed are current as of publication and are subject to change. https://www2.sunyocc.edu/tuition

Tuition Refund Policy:

Onondaga Community College's Tuition Refund Policy will apply. Details regarding the policy, including process and deadlines for dropping courses can be accessed at this link: https://www2.sunyocc.edu/tuition. Fees are non-refundable if classes are not dropped before the first day of the semester/term.

<u>Term of the Agreement:</u> The agreement is in effect from date of signing and will continue through June 30, 2021 or until either party terminates this agreement.

Termination: School and Onondaga reserve the right to terminate this agreement with thirty days' notice.

School further covenants and agrees to indemnify, defend and hold harmless Onondaga Community College, the County of Onondaga, its officers, agents, and employees from and against any and all loss of expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement.

Onondaga Community College and School both agree that, in the performance of this Agreement, they will follow all applicable federal, state and local laws, rules and regulations.

The parties to the Memorandum of Understanding agree to cooperate in a manner indicating their mutual legitimate educational interests for purposes of sharing information legally under the provisions of the Family Rights and Educational Privacy Act (FERPA).

Both parties will comply with all Executive Orders of the Governor of New York State and all corresponding Guidance from the New York State Department of Health in regard to the Covid-19 pandemic, particularly in regard to face-to-face contacts.

Onondaga Community College	Syracuse City School District
Sarah Gaffney, Vice President of Finance	Jaime Alicea, Superintenden
Date August 6, 2020	Date 10/8/70