

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Onondaga Community College**

**And**

**Syracuse City School District**

It is the goal of Onondaga Community College (OCC), in accordance with its Strategic Plan, to partner with Central New York school districts to offer OCC credit courses through its College Credit Now (CCN) concurrent enrollment program to provide a higher education pathway for high school students in our community. Accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), the CCN program offers high school students the opportunity to earn transcribed college credit by successfully completing the college course as taught by a high school instructor whose credentials have been approved by the Onondaga Community College faculty and according to the OCC mentor-provided learning outcomes, syllabus, grading rubric, etc., to mirror the course offerings on the OCC campus.

This Agreement is the mechanism through which programs at the high school, school district, and OCC will interface. The school district and OCC will provide equal access for all students, including at-risk students and students with disabilities. Students will not be discriminated against based on gender or any other legally protected classification or characteristic.

The parties to this Memorandum of Understanding have reached the following understanding:

### **Statement of Work:**

#### **Syracuse City School will:**

- Designate a High School/School District contact for the purpose of the administration of the CCN program and provide the name and contact information to the CCN office by September 1, 2022.
- In accordance with school district procedures, select the prospective instructors to teach the identified college courses at the high school. The credentials for the instructors will be reviewed by OCC faculty and if necessary, the College's Academic Dean(s) and/or College Provost. It is OCC's responsibility to determine if the instructor's credentials meet the OCC's requirements for academic preparation necessary to teach the course(s).
- Notify the College Credit Now program office immediately of any instructor replacements, long term substitute arrangements, or planned replacements so that credential review of a replacement instructor by the OCC faculty can occur.
- Complete and submit all student course registrations, roster review and confirmation, course withdrawals, and final grades by the designated deadlines according to the appropriate procedures.
- Communicate requirements and deadlines for Certificates of Residency for any CCN student who is not an Onondaga County resident, as listed on page 3.
- Ensure that CCN-approved instructors complete professional development that is required by OCC and the accrediting body.

- Provide a learning environment where all course requirements/pre-requisites are met, including, Onondaga Community College approved textbooks and class size limitations where appropriate.
- Provide OCC with student transcripts and student rosters upon request, to confirm pre-requisites for course eligibility, seat limit requirements, and student enrollment.
- Provide appropriate classroom facilities and laboratory space according to the needs of the course.
- Communicate and send all School District requests and associated correspondence to the CCN program office at Onondaga Community College.
- Provide access to and make students aware of the importance of the College Credit Now Student Manual, which is updated on an annual basis, containing important information for students regarding their enrollment and participation in the course.
- Provide access, district and student data, and any materials necessary for SUNY General Education Assessment, Middle States Commission on Higher Education requirements, and program accreditation by the National Alliance for Concurrent Enrollment Partnerships (NACEP).

**Onondaga Community College will:**

- Provide a list of approved courses and instructors each year for the participating school district. The school will determine, at its discretion, which of the approved courses, if any, to offer throughout an academic year.
- Assign an OCC content area faculty mentor for each approved instructor. The faculty mentor will provide course information including required texts, exams, grading rubric, learning outcomes, and classroom materials as well as direction and guidance for the successful delivery of the college course. The mentor will assist the high school instructor in the development of an appropriate course syllabus.
- Select and communicate an OCC content area faculty mentor to provide guidance and direction to high school instructors. The mentor will make site visits to each high school class in accordance with the accreditation standards set forth by the National Alliance for Concurrent Enrollment Partnerships (NACEP). The OCC faculty mentor will work collaboratively with the high school and the instructor to schedule site visits.
- Supply an official student roster for instructors, through myCCN, to confirm student registrations.
- Implement and communicate in advance the annual CCN timeline and related procedures for course enrollment, grading, withdrawals, rosters, etc.
- Provide a point of contact for all communication for the CCN program and communicate such to the High School/School District as identified on page 1.
- Maintain student records as related to college credit earned.

**Student Eligibility:**

- High school students will meet college placement requirements and course pre-requisites.
- Each student who registers for a college credit course through the CCN program will be registered at OCC as a non-matriculated, part-time student.
- Students will be required to receive a minimum of 12.5 contact hours of instruction per one hour of college credit.



### **Non-Onondaga County Students:**

- A Certificate of Residency will be required by OCC at the time of registration from any student who has been a New York State resident for one year prior to registration but has not been a resident of Onondaga County for the previous six months. The student will be responsible for submitting a notarized Certificate of Residence Affidavit and Application to the county of residence as required by the individual county and to submit the completed Certificate of Residency to the OCC Student Accounts Office by October 12, 2022, for the fall semester and full-year courses, and by March 8, 2023, for spring semester only courses. Students who do not submit the required Certificate of Residency will be charged tuition at the rate of one-third the credit hour rate.
- Students who live outside of Onondaga County and intend to drop a course for which they are registered must submit their COR prior to officially dropping the course with OCC. Students who drop a course prior to the COR submission will be charged tuition at the rate of one-third the credit hour rate. Students who submit a COR but are not enrolled as of the OCC class census date may also be charged one-third the credit hour rate, per County policy.
- OCC is unable to accept any Certificates of Residence after these deadlines and will bill the student accordingly for any non-resident student tuition. Students with outstanding bills cannot register for subsequent courses. Alternatively, the School District can, but is not required to, pay any fees or charges imposed upon a student who fails to submit a required Certificate of Residency according to the requirements above and by the deadlines below.

### **Academic Year:**

Classes will be held on a semester basis from September to January and February to June, or for year-long classes from September to June, of each calendar year (i.e., during the School District's "academic year") as agreed upon by both parties.

### **Classes, Tuition, and Payments:**

- The parties agree that classes may be comprised of students who register for credit and those who audit the course. All students in the course must register, whether for credit or to audit. Students who audit must meet all prerequisites and co-requisites, but do not take the final exam or receive a grade or credit. A list of students who would like to audit must be sent to the CCN Office prior to the end of the registration period.
- All students who elect to register for credit must register for the course by the date indicated on the annual CCN timeline. No late registrations will be accepted.
- Students who wish to withdraw from the course must do so by the date indicated on the annual CCN timeline. No late withdrawals will be accepted. Withdrawals must be processed by OCC, in addition to any high school required withdrawal processes.
- As indicated above, students who live outside of Onondaga County and intend to drop a course for which they are registered must submit their COR prior to officially dropping the course with OCC. Students who drop a course prior to the COR submission will be charged tuition at the rate of one-third the credit hour rate.
- The parties agree that the minimum number of students will be 6. Should the number of students in an individual class fall below 6, the class will be evaluated for cancellation.

- In 2019/20 Section 6303 of the New York Education Law was amended allowing community college the authority to waive or lower tuition charges to students who are concurrently enrolled in high school, and credit bearing courses(s) offered through a Community College. As part of its access mission, in recognition of the College's role in raising the college-going rate of Central New York, and in recognition of the fact that high school students have no access to financial aid available to others pursuing college study, Onondaga Community College desires to make this opportunity widely available in an equitable manner and will therefore be waiving the tuition charges so that there is no cost to the student.
- The only exception will be for students who live outside of Onondaga County who do not provide a certificate of residence by the published deadline. They will be charged one third the College's per credit hour rate for the classes being offered during the 2022-2023 academic year.

### **Nature of Relationship:**

Faculty members who are provided by OCC to serve as mentors to the School District and high school instructors with the CCN program shall be and remain employees of Onondaga Community College. As such, OCC employees shall not be considered employees of the School District and shall not be eligible for any compensation or benefits from the School District. Neither party shall have, or hold itself as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

### **Compliance with Law:**

The parties will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act, HIPAA and regulations of the New York State Education Department. The School District will ensure that any and all OCC employees who are reasonably expected to have direct, face-to-face, in-person contact with the School District's students for more than five days during any school year are fingerprinted and criminally cleared by the State Education Department prior to having contact with the School District's students, as set forth in applicable law, including but not limited to the regulations of the Commissioner of Education. Onondaga Community College agrees to cooperate fully with the fingerprinting and criminal clearance process.

**Term of the Agreement:** The agreement is in effect from September 1, 2022 through June 30, 2023. Extension or continuation of the agreement will be determined by mutual consent of the parties.

**Termination:** The School District and Onondaga Community College reserve the right to terminate this Agreement with written notice submitted within thirty days of the date of the termination. In this event, the date of termination will be the day after the end of the semester during which the 30-day period expires.

The School District covenants and agrees to indemnify, defend and hold harmless Onondaga Community College and the County of Onondaga; its officers, agents, and employees from and against any and all loss or 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 will indemnify, defend and hold harmless the School District, its officers, agents, and employees from and against any and all loss or 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.

Each party shall be responsible for obtaining insurance coverage (or an equivalent program of self-insurance with appropriate reserves) that is reasonably adequate to cover potential claims arising out of the activities contemplated by this Agreement.

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. No covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein. No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

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).

Authorized Signature and Title



Anthony Davis  
Syracuse City School District

Title: Interim Superintendent

Date: 10/11/22

Authorized Signature and Title



Sarah Gaffney  
Onondaga Community College

Title: Vice President of Finance

Date: \_\_\_\_\_

