

College Credit Plus Tuition and Fees/School District Book Process Memorandum of Understanding

This Memorandum of Understanding (“Agreement” or “MOU”) is entered into on this 3rd day of March, 2023 at Columbus, Ohio by and between Columbus State Community College, located at 550 East Spring Street, Columbus, Ohio 43215 (“College” or “CSCC”), an instrumentality of the State of Ohio pursuant to Ohio Revised Code Chapter 3358, Big Walnut Local SD (School/District) whose principal location is Sunbury, Ohio.

WHEREAS, the College subscribes to the default funding structure with regard to tuition amounts for the College Credit Plus program as outlined under section 3365.07 (A) (1) of the Ohio Revised Code, and

WHEREAS, the College utilizes an electronic book voucher service for students participating in the College Credit Plus Program that are enrolled in online or on-campus classes, and

WHEREAS, the College has developed Textbook Procurement Guidelines for the District to follow if they wish to purchase textbooks for College Credit Plus courses through the Columbus State Bookstore,

NOW THEREFORE, the parties agree as follows:

I. Tuition & Student Fees

Delivery Model	Payment Structure for the 2023-2024 Academic Year that begins Summer 2023
A. High School Delivery, High School Instructor	<p>For courses at the High School taught by credentialed High School instructors the tuition rate will be the result of the formula in statute. The current formula in statute is ((formula amount X .83) / 30) X 25%, which is \$41.64. The 2023-2024 academic year rate is currently unknown, pending the State’s FY24-FY25 biennial budget to be finalized at the end of June. The rate will remain at \$41.64 if the formula amount does not change in the State’s FY24-FY25 budget bill, however, it could increase if the formula amount increases. Based on historical data, the most that tuition for this model would likely be in FY24 is \$44.48.</p> <p>All required textbooks for courses will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A. The College will waive all course/lab fees.</p>

<p>B. High School Delivery, College Instructor</p>	<p>For courses at the High School taught or facilitated by College instructors the tuition rate will be the result of the formula in statute. The current formula in statute is $((\text{formula amount} \times .83) / 30) \times 50\%$ or 50% of the College's tuition rate, whichever is less. The 2023-2024 academic year rate is currently unknown, pending the State's FY24-FY25 biennial budget to be finalized at the end of June. The rate has been \$83.28 since Autumn 2022 and may remain the same if the formula amount does not change in the State's FY24-FY25 budget bill. However, this rate could increase if the formula amount increases. Based on historical data, the most that tuition for this model would likely be in FY24 is \$88.97.</p> <p>All required textbooks for courses will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A. The College will waive all course/lab fees.</p>
<p>C. On-campus / Online Delivery</p>	<p>For courses that meet on the College Campus or are provided partially or fully online, the tuition rate will be the result of the lesser the default ceiling formula in statute or the College's in-state rate as published on the College's website. The current formula in statute is $((\text{formula amount} \times .83) / 30)$, which is \$166.55. The 2023-2024 academic year rate is currently unknown, pending the State's FY24-FY25 biennial budget to be finalized at the end of June. The rate will remain at \$166.55 if the formula amount does not change in the State's FY24- FY25 budget bill, however, it could increase if the formula amount increases. Based on historical data, the most that tuition for this model would likely be in FY24 is \$177.93.</p> <p>All required textbooks will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A.</p> <p>Please note that all leased space at Columbus State's Regional Learning Centers, including space leased from a school district, are considered to be "on-campus."</p>

II. Responsibilities for Obtaining Textbooks through the Columbus State Bookstore:

A. THE COLLEGE SHALL:

1. Procure books for classes offered at a School District location per Procurement Guidelines (See Addendum A). The costs of the books are the responsibility of the School District. Columbus State will provide a 10% discount off new or used print books. The discount is not applicable on course materials in an eBook or Instant Access format because such book options are already deeply discounted. Shipping costs to procure books from the Publishers to Columbus State, shipments of books from Columbus State to the School District, mail order shipping costs for on-campus and online students, and delivery of books to the School District will no longer be paid for by Columbus State due to the \$1M that Columbus State initially invested in textbooks and shipping on behalf of Districts has run out.
2. Establish an electronic bookstore voucher for each eligible student from the School District enrolled in online or on-campus classes at Columbus State to obtain required course materials for College Credit Plus classes (See Addendum A). This will be a convenient online or in-store process for students during a specified time frame. Columbus State will no longer cover shipping costs of required books and supplies for FY24. These costs were covered on vouchers FY22 and FY23 due to implications of the pandemic.
3. Invoice the School District for books used by the students and applicable shipping charges. Columbus State will invoice the District for the books purchased, approximately the twelfth week of each semester. Invoicing for students enrolled in late-start or B-term courses may take place in the following semester.
4. Assist the School District with buybacks for all books that are eligible for resale. The buyback amount will be based upon current value.
5. Provide general supplies listed as required on a course syllabus as necessary for College Credit Plus students enrolled in an online or on-campus class. Columbus State will review such requests for general supplies on a case-by-case basis and provide what is necessary to allow the student to be successful in the course. Supplies will not be provided by Columbus State for classes offered at the school district location.
6. Communicate deadlines to all School District contacts for scheduling College Credit Plus courses at high school locations.

B. THE SCHOOL DISTRICT SHALL:

1. Agree to utilize the student electronic bookstore voucher process for College Credit Plus students enrolled in online or on-campus classes at Columbus State. **See Addendum A for details.**
2. Accept full responsibility for the total payment of the book costs incurred by the students that are enrolled from your School District, as required by Ohio Revised Code 3365.07(A)(1)(b). Payment must be made in full within thirty (30) days of the invoice date. If a School District is not in good standing and has an unpaid balance, the District will not be eligible to participate in Columbus State's book process until the account is paid in full.
3. Accept full responsibility to review invoices and notify the Columbus State Bookstore of any discrepancies within a reasonable timeframe. The School District will be responsible for any charges not contested within the same academic year of the invoice; FY24 (Summer Semester 2023, Autumn Semester 2023, and Spring Semester 2024).
 - i. If the school district receives an invoice for a student simultaneously enrolled in a Joint Vocational School District (JVSD) and ODHE applies their CCP credit toward the JVSD, it is the School District's responsibility to notify the Bookstore within a reasonable timeframe. The School District will be responsible for any changes not contested within the same academic year of the invoice; FY24 (Summer Semester 2023, Autumn Semester 2023, and Spring Semester 2024).
4. The books are the property of the School District. It is the responsibility of the School District to collect books for high school location classes at the end of each semester. It is the responsibility of the School District to collect voucher books for online or on-campus classes, unless the School District has opted-in on this MOU to have the Columbus State Bookstore collect books from students at the end of the semester. **See Addendum A for details.**
 - i. It will be the School District's responsibility to contact the Columbus State Bookstore to request buyback eligibility for books the School District has collected from students. It will be the School District's responsibility to cover shipping costs to send books to the Columbus State Bookstore if an in-person drop off cannot be conducted. The College will calculate the amount each District will realize pursuant to the textbook resale/buyback and will send a check to the School District for that amount. The School District will complete a vendor registration form to facilitate buyback.
 - ii. If the School District elects on this MOU to have the Columbus State Bookstore collect voucher books from students for online or on-campus

classes, the Columbus State Bookstore will automatically process a buyback on books collected. There will be a 10% buyback transaction fee for the book collection process. This fee will be deducted from the total value of the buyback. The balance will be sent in the form of a check to the School District. The School District will opt-in on the signature page to participate in Bookstore Book Collection and complete a Vendor Registration form. **See Addendum A for details.**

5. Adhere to deadlines set by the College for scheduling College Credit Plus courses at high school locations. The following deadlines are established to ensure the best possible outcomes for students. These deadlines may be modified by the School District with prior written notice:
 - **Academic Planning Documents** submitted **by April 1st**.
 - **Days and Times** for classes requiring a CSCC teacher listed **by April 30th**.
 - **Confirmation** of Academic Planning Documents **by June 15th**.
 - **Final last-minute class changes** submitted by **November 15th** for spring semester courses.
 - **Rosters for block registration** 10 days before the start of a new semester
 - **August 18th for fall semester**
 - **January 5th for spring semester**
 - i. Any registration and course activity not completed within this timeframe may result in students not being enrolled on time for CSCC coursework. This impacts accessibility of classroom resources, staffing, student success, and Starfish reporting. Additions outside of these windows will be determined on a case-by-case basis. Courses taught by credentialed high school instructors may be added after the recommended deadlines.
 - ii. **Note about Faculty Workload:** Columbus State Community College Adjunct (part-time), ACF (annually contracted faculty), and full-time (tenure track) instructors have limits to the total number of hours in their workload. Adding or canceling a class directly impacts a CSCC employee's workload, whether this is a class taught by a CSCC instructor or a section that is facilitated by a high school employee with a CSCC instructor serving as the Instructor of Record. Columbus State Community College has at times incurred costs for changes after posted deadlines.

III. **ADA/Students with Disabilities**

We are committed to collaborative solutions with the Districts on behalf of student success. The District will work with CSCC Accessibility Services and students to secure appropriate accommodations for a college class after enrollment/ acceptance to Columbus State.

IV. Confidentiality

- A. It is expressly understood by the parties that both parties are subject to the Ohio Public Records Act, R.C. 149.43, et seq., and that any record kept by either party that is deemed a public record is subject to release if a proper request is made.
- B. Both parties will comply with FERPA (20 U.S.C 1232g; 34 CFR Part 99) and R.C. 3319.321, which prohibits schools and colleges from disclosing educational records, or the personally identifiable information contained therein, without the written consent of the parent or eligible student, unless an exception is met that allows disclosure without consent. Both parties agree that for purposes related to a student's enrollment in the CCP program, parties may share educational records with each other, pursuant to exceptions provided by FERPA, including but not limited to, 34 CFR 99.34(b). Any failure to comply with applicable FERPA requirements by either party or any of its employees relating to CCP participation will be immediately reported to the other party.

V. Independent Contractor

Both parties acknowledge and agree that each party shall, at all times, be acting as an independent contractor of the other party, and not as an employee, servant, agent, or partner. Both parties further acknowledge and agree that none of their service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this MOU shall be considered employees of the other party with respect to any federal, state, or local laws. Each party shall be responsible for, and shall pay for, any and all wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/PERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this MOU. The provisions of this Section shall survive the termination of this MOU.

VI. Criminal Records Check

Columbus State certifies any College Employee performing services under this MOU will have undergone a criminal background check prior to employment at the College.

VII. Drug Free Workplace and Tobacco Free Campus

Both parties agree to comply with all applicable federal, state, and local laws regarding smoke free and drug-free workplaces. Both parties shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

VIII. Nondiscrimination of Employment

Both parties agree that they, any subcontractor, and any person acting on behalf of them or a subcontractor shall not discriminate by reason of race, creed, color, religion, sex, sexual orientation, age, genetic information, disability as defined in R.C. 4112.01, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

IX. Ethics Compliance

Both parties represent, warrant, and certify that they and their employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Both parties further represent, warrant, and certify that both parties and any of their employees will comply with the ethics and conflict of interest provisions of R.C. Chapter 102 and any other requirements of law, Board of Trustees policy, or School District policy.

X. Term of Agreement

- A. This agreement shall be in effect upon full execution for the 2023-2024 academic year (Summer Semester 2023, Autumn Semester 2023, and Spring Semester 2024). The agreement ends on the last day of Spring Semester 2024.
- B. School District or College may terminate this agreement with 30 days written notice.

XI. Governing Law and Jurisdiction

This MOU and any amendment or addendum thereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, including but not limited to all requirements of ORC 3365. Only Ohio courts shall have jurisdiction over any action or proceeding concerning the MOU. Prior to litigation, the parties agree to negotiate in good faith toward the resolution of any dispute or controversy concerning the meaning or performance of this MOU or of any claims submitted hereunder.

XII. Complete Nature of the MOU

The terms and conditions set forth in the MOU and Addendum A constitute the complete and exclusive statement of the Agreement between the parties hereto relating to the subject matter of this MOU, superseding all previous negotiations and understandings regarding the procurement, purchasing, and reimbursement of textbooks and materials. The parties signing below are duly authorized officers of their respective entities.

School/District Name Big Walnut Local SD

Address Sunbury, Ohio

Billing Contact Name/Title Darren Jenkins, Treasurer

Billing Email darrenjenkins@bwls.net

Billing Phone 740-965-3010

Primary CCP Contact Name/Title Megan Forman, Asst Superintendent

Primary CCP Email meganforman@bwls.net

Primary CCP Phone 740-965-3010

Select voucher book collection process for FY24: (see addendum A for details)

- ☐ **School/District Collects** (school collects all books from students for re-use or bulk buyback)
- ☒ **Bookstore Collects** (bookstore collects voucher books with buyback value from students)

CEO/Treasurer Name and Title:

Darren Jenkins, Treasurer

CEO/Treasurer Email:

darrenjenkins@bwls.net

CEO/Treasurer MOU Signature:

DocuSigned by:
Darren Jenkins

Date:

03/03/2023

If you choose to not electronically sign and email this MOU, please return the signed form to:
Columbus State Bookstore, 283 Cleveland Avenue, Columbus, OH 43215; Attention: Phil Sanders.

Please notify ccplusbooks@csc.edu if any school contacts listed here change or additional contacts should be added. If signed, please forward this MOU to necessary school contacts.

See Addendum A for details on Columbus State's Bookstore policy and contact information for book process questions. For questions about this MOU, please contact Lauren Jones (614-287-5372) or Keith Coates (614-287-5025).

Columbus State Community College
550 East Spring Street Columbus,
Ohio 43215

	Signature 1	Signature 2	Signature 3
Name:	Aletha Shipley	Lauren Jones	Dr. Martin Maliwesky
Title:	Senior Vice President/CFO	Senior Director, K-12 Partnerships	Senior Vice President, Academic Affairs and Chief Academic Officer
Signature/Date:			



Addendum A

College Credit Plus Textbook Procurement Guidelines for FY24

For book process assistance or questions, please contact: **Gillian Lustig-Shilts**, Program Coordinator, at ccplusbooks@csc.edu, or **Phil Sanders**, Bookstore Director, at 614-287-5127.

Online Materials Procurement:	
ACCESS CODES:	<p>If access to online course materials need purchased, they must be ordered from the CSCC bookstore using the appropriate ordering process; we do not automatically send codes. Codes are shipped to the address provided and are never emailed. Bookstore codes will be on a physical card sold separately (access code format) or sold with a physical book (bundle format). If there is more than one format to choose from for a course, then they will be listed as a choice. Only one choice should be selected.</p> <p>Voucher Orders: standalone codes will be stapled to order paperwork and bundled codes will be included inside/outside the book wrapping. Students need to make sure they do not accidentally throw theirs away.</p> <p>Trial Access: Some courses have a 2-week free which may be obtained from the instructor. To avoid gaps in access, students using a voucher should place an order before the trial expires.</p>
INSTANT ACCESS:	<p>Orders for textbooks do not need placed for Instant Access (IA) courses. Each IA course will be noted in CSCC's course listings. When a student registers for an IA course the e-book will be available to them on blackboard the first day of class. Note: there may be other required materials that need ordered for an IA course.</p>
District Invoicing:	
<p>Columbus State will invoice the School District for books purchased (this includes IA book fees for CCP funded courses) approximately the twelfth week of each semester. Invoicing for participants (students) enrolled in late-start or B-term courses may take place the following semester. The college will honor a 10% discount off the new and used print books. The discount is not applicable on course materials in an eBook or Instant Access format because these book options are already deeply discounted.</p> <p>Shipping costs to procure books from the Publishers to Columbus State, shipments of books from Columbus State to the School District, and delivery of books to the School District will no longer be paid for by Columbus State due to the \$1M that Columbus State initially invested in textbooks and shipping on behalf of the School Districts having run out.</p> <p>For invoicing assistance, please contact Michelle Denune at mdenune@csc.edu.</p>	

I. Ordering Process for Embedded High School Classes

A. THE BOOKSTORE SHALL

1. Utilize a list of courses to be offered at each School District from the CSCC College Credit Plus Curriculum Office and provide each District an ordering spreadsheet with textbook adoption information for each course to include title, ISBN, publisher, and edition.
2. Process and procure all textbooks per the request from each District and communicate once an order is ready for shipment.
3. Deliver book orders at the communicated delivery dates to designated shipping locations as confirmed by the school district.

B. THE SCHOOL DISTRICT SHALL

1. Review the ordering spreadsheet provided by the bookstore for accuracy, including verifying the primary contact and shipping address for book deliveries is accurate or notifying the bookstore of any changes.
2. Provide the bookstore with order quantities for each required title listed or notify the bookstore if no textbooks need obtained from the college. If the District has book inventory that can be used for a course, the School District should record these quantities.
3. Send ordering information to the bookstore at ccplusbooks@csc.edu by the deadline dates listed below. Any orders sent in late risk the possibility of not being procured and delivered in time for classes starting.
Autumn Semester 2023 Order Deadline: June 16, 2023
Spring Semester 2024 Order Deadline: November 16, 2023
4. Schedule staffing to receive book shipments at the dates below or other dates communicated. The delivery dates noted below will allow approximately three (3) weeks for the School District to process and distribute textbooks to students by the first day of classes.
Autumn Semester 2023 Delivery Dates: August 8-14, 2023
Spring Semester 2024 Delivery Dates: December 5-11, 2023
5. Verify each order is received and confirm the titles and quantities are accurate or communicate any shipment discrepancies to the bookstore as soon as possible so that they may be reconciled.
6. Notify the bookstore to request additional books or return books if the quantity ordered will no longer be needed. Return requests must be communicated to the bookstore no later than 3 weeks after the semester starts and once approved must be dropped off or shipped to the bookstore at the school's expense no later than 9 weeks after the semester starts.
4. To maintain affordability, the School District should collect embedded books from students at the end of each semester for possible reuse. The School District may return Participants' (students') textbooks for consideration in the resale/bulk buyback process by contacting the bookstore to request book buyback eligibility. A School District that cannot conduct an in-person book return will be responsible for shipping costs to send eligible books to the bookstore for buyback. The College will calculate the amount each District will realize pursuant to textbook resale/buyback and will send a check to the School District for that amount.

II. Voucher Process for On-Campus/Online Classes

A. VOUCHER ORDERING (SU23, AU23, SP24)

1. The bookstore will create voucher accounts each semester for students to obtain required courses materials for CCP funded on-campus/online courses for FY24. Students are responsible for any ineligible charges. Voucher dates and additional information will be posted at cscce.edu/bookstore/college-credit-plus-books.shtml
2. The bookstore will send a voucher notification to each student's CSCC email with ordering information once they are eligible to place an order. Orders may be placed using the CCP Voucher Payment method online at bookstore.cscce.edu, or in-person on the 2nd floor of the CSCC bookstore by providing staff with a current schedule found at selfservice.cscce.edu.
3. Calculators received on a voucher are the property of the college and are required to be returned to the bookstore or a hold will be placed on the student's account.

B. BOOKSTORE COLLECTS VOUCHER BOOKS (SU23, AU23, SP24)

1. **If the School District selects to have the bookstore collect voucher books with buyback value from students**, the bookstore will notify students at the end of each semester with drop off instructions and deadlines to their CSCC email. Before students are notified, the bookstore will send a spreadsheet to the School District noting what books are being collected from each student. The district may use this information to help communicate with students or assist with the collection, but it is not required.
2. The bookstore will automatically process a buyback for books returned by the collection deadline. The College will calculate the amount each District will realize pursuant to textbook resale/buyback (less a 10% collection fee) and will send a check to the District for that amount.
3. Books not returned by the deadline will no longer be eligible for collection. If requested, the bookstore will provide a list of books that were not collected by the deadline. The School District will be responsible to seek reimbursement for buyback losses from students or collect the books themselves for bulk buyback consideration by contacting the bookstore to request book buyback eligibility. The School District will be responsible for shipping costs to send eligible books to the bookstore for buyback if an in-person return is not possible.

C. DISTRICT COLLECTS VOUCHER BOOKS (SU23, AU23, SP24)

1. **If a School District has opted to collect voucher books from students**, then a collection spreadsheet will not be generated, and the district will be responsible for communicating return instructions to students. To assist with collecting, the school may contact mdenune@cscce.edu to request a copy of their invoice.
2. The School District may return textbooks that have been collected for consideration in the resale/bulk buyback process by contacting the bookstore to request book buyback eligibility. The School District will be responsible for shipping costs to send eligible books to the bookstore for buyback if an in-person return is not possible. The College will calculate the amount each District will realize pursuant to textbook resale/buyback and will send a check to the School District for that amount.

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