

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 17th day of December 2018, by and between the Clearview Local School District Board of Education ("Board"), the Clearview Education Association ("Association" or "CEA"), and Ms. Hillary Rios. (collectively "the Parties").

WHEREAS, the Association and the Board entered into a Collective Bargaining Agreement ("Negotiated Agreement") with a stated duration of August 1, 2016, through July 31, 2019; and

WHEREAS, Ms. Hillary Rios is employed in the District in the position of Intervention Specialist and was issued a Supplemental Contract at the beginning of the 2018-2019 school year to provide additional services to special education students in accordance with the terms of such Supplemental Contract and the Negotiated Agreement; and

WHEREAS, Ms. Hillary Rios went on maternity leave during the period of September 4, 2018, through October 15, 2018.

WHEREAS, during Ms. Hillary Rios's leave she voluntarily attended a student's Individualized Education Plan ("IEP") meeting and prepared three (3) students' IEPs; and

WHEREAS, although the Administration did not direct Ms. Hillary Rios to work or perform any duties under her regular or supplemental contract while she was on leave, Ms. Hillary Rios requested to be compensated for the services she voluntarily provided while she was on leave; and

WHEREAS, upon receiving Ms. Hillary Rios's request, the Administration subsequently verified that the substitute teacher did not perform any of the supplemental duties Ms. Hillary Rios generally performs in accordance with her Supplemental Contract; and

WHEREAS, the Parties desire to resolve this matter without further expenditure of time or resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Board will pay Ms. Hillary Rios the amount of \$564.49 (less taxes) in full and final settlement of all potential claims relating to the Supplemental Contract duties she performed while on leave at the beginning of the 2018-2019 school year. This amount represents the first (one-half) supplemental pay due to Ms. Hillary Rios for her 2018-2019 Supplemental Contract.

2. This MOU sets no precedent or expectation whatsoever regarding future issues related to future requests by teachers to receive compensation for services performed while on leave without prior direction or authorization from the Administration to perform such duties, and shall have no precedential value concerning interpretation of the terms and conditions of the Negotiated Agreement that pertain to these issues.

3. This constitutes the entire agreement between the Board, the Association, and Ms. Hillary Rios regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties. Any amendment to this MOU must in writing and signed by both parties.

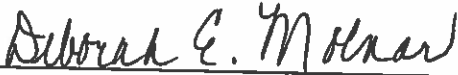
4. The undersigned acknowledge and aver that this MOU has been executed on the date set forth above, with full knowledge of the contents herein and that each is fully empowered to execute the MOU with binding authority from and for each of the parties named herein.

ON BEHALF OF THE BOARD:



Jerome Davis, Superintendent

ON BEHALF OF THE CEA:



Name

ON BEHALF OF THE CEA:



Mary Ann Nowak, Treasurer



CEA President



College Credit Plus

MEMORANDUM OF UNDERSTANDING

School Year 2019-2020

Between

Kent State University
(hereafter known as IHE)

AND

School District

(hereafter known as LEA)

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SECTION I: INTRODUCTION, DEFINITION AND PURPOSE

“College Credit Plus Program” (hereafter CCP) means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC3365.02 (effective 9/29/2017).

Kent State University allows eligible students entering grades 7-12 to enroll in college courses while attending middle or high school and permits the students to take courses in place of, or in addition to, the normal course load at their high school in its CCP program. Students must apply and be eligible to participate in the program to receive college credit. In addition, students admitted to the program must meet the same requirements as all other college students. College credit earned upon successful completion of the course(s) may be applied towards an Associate Degree or Baccalaureate Degree at Kent State University or may transfer to other colleges and universities.

The primary purposes of the CCP program are to increase the educational options and opportunities for secondary students. Fundamentally, CCP provides the opportunity for students in grades 7-12 to earn credit at the secondary and postsecondary levels simultaneously. The program may also encourage more students to consider postsecondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban. CCP is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio’s high schools.

This Memorandum of Understanding (MOU) includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2019-2020 Academic Year.

SECTION II: SCOPE

College Credit Plus (CCP) shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda.

This Agreement applies to local education agencies (public school districts, locally chartered and state chartered charter schools, state-supported schools) (*hereafter* LEA).

This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

SECTION III: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presences of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Evidence student meets or exceeds state CCP remediation free standards and other eligibility requirements
- b. Online CCP application submitted prior to IHE application deadline
- c. Secondary school transcripts
- d. CCP Permission Form signed by student and parent/guardian
- e. ACT or SAT assessment results and/or appropriate assessments required by the campus to which the student applies. Applications are reviewed holistically, however the following are preferred:
 - a) 3.0 cumulative high school grade point average on a 4.0 scale;
 - b) ACT composite score of 21 or combined SAT score of 1060 (for SAT taken prior to March 2016) or 1130 (for SAT taken March 2016 or later) and/or appropriate entrance assessment.

In conjunction with the IHE's admission criteria and prior to making a final admission decision, the IHE shall evaluate each student who is applying under CCP against the standards identified in the "Uniform Statewide Standards for Remediation-Free Status" dated April 2018.

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more

than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.

Eligible Semesters

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

Academic Standing

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

Underperforming Students

CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 (effective 2/15/2018) on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

SECTION VI: COURSE ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements:

Course Location and Format

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the CCP program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same text book and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

Non-Allowable Courses

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- P/F or S/U grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

Memorandum of Understanding

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2019-2020 or until amended with agreement by both parties. See Section XXI for the Signature Page.

Overall Expectations of LEAs

- Adhere to all MOU requirements as noted within this document
- Submit names, applications, and supporting application documents for all CCP teacher candidates by April 1
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings
- Course syllabi must be submitted and reviewed prior to the first day of classes for each course offered at the high school locations
- Finalize student enrollment prior to the first day of classes for each course offered at the high school locations. The LEA must provide each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal. Deadlines for each type of schedule change will be established at the beginning of the academic term.
- Adhere to IHE guidelines for minimum and maximum course section enrollments
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education

CCP Courses Taught on the LEA Campus and Student Enrollment

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

SECTION VIII: CCP HIGH SCHOOL TEACHERS – Classification, Credentialing, and Monitoring

Classification of CCP Teachers

CCP teachers are certified or licensed high school teaching employees who have been approved to teach

Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

Teaching Load

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Even though CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

h. Faculty Credentials

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.

1. For general education courses:

- *Faculty members teaching general education courses must hold a minimum of a master's degree in the discipline or a master's degree and a cohesive set³ of at least 18 semester credit hours of graduate coursework relevant to the discipline.*
- *Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members*

2. For courses other than general education courses:

- *Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:*
 - *At least a bachelor's degree if teaching in an associate degree program*
 - *At least a master's degree if teaching in a bachelor's degree program*
 - *A terminal degree if teaching in a graduate program.*
- *Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.*
- *Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.*

³ A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.

- *For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.*
3. The following expectations apply to all faculty members:
- *Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Association of Credential Evaluation Services.*
 - *Where professional accreditation or licensing standards for faculty differ from the Chancellor's standards, faculty members are expected to meet the higher standards.*
 - *Faculty members must show evidence of continuing professional development in the discipline.*
 - *Faculty members who teach online courses must be prepared for teaching in an online environment*

(Source: Ohio Department of Higher Education, 2015)

CCP Course Monitoring Process

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP Instructor is teaching the college-level course at the high school. The time for observations should be coordinated with the CCP instructor and building principal prior to the observation. The observation process will utilize the same criteria as for full-time and/or adjunct faculty.

SECTION IX: CCP HIGH SCHOOL TEACHERS – Application Processes

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

The LEA designee will:

- Identify prospective CCP teachers who will meet the credentialing criteria by April 1 of each year. **Only under specific and unanticipated circumstances might additional teachers be considered after April 1 for the upcoming school year.** Such circumstances include consideration of a new hire after the April 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the April 1 deadline.
- Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (www.kent.edu/ccp) under the School Administrators tab.
- Resumé including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. **The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.**

In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and Office of Alternative Credit and Articulation Agreements (ACAA) will utilize the following procedures as part of the approval process:

- Office of ACAA will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements
- An interview and/or assessments may be required as part of the application process
- The academic department will inform the CCP office of the candidate's status
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a \$0 teaching contract.

Conditional Approval of High School Teacher

If a High School Teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the “Credentialing of CCP Faculty” form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

Per the new requirements of the Higher Learning Commission (HLC) and an extension granted by HLC, all required coursework leading to the fully credentialed status of a teacher must be completed by September 1, 2022. Teachers will not be permitted to teach IHE courses if they have not completed all required coursework by the deadline.

Continuation of High School Teacher as CCP Teacher

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

- 1) CCP courses being taught continuously each year in the same discipline and/or teaching area;
- 2) The LEA will provide teacher evaluations conducted by the LEA as requested by IHE on an annual basis; and
- 3) CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS

Curriculum, Course Competencies, and Teaching Requirements

- CCP teachers will utilize the provided course syllabi document and will customize fields as appropriate. The syllabus may not be altered other than adding customized information in the allowable fields. No other logo other than Kent State University’s may be included on the syllabus. The teacher’s Kent State University email address must be included on the syllabus. Any syllabus that does not meet these requirements will be returned to the teacher and a new syllabus must be created.
- The syllabus must be submitted to Kent State University prior to the first week of instruction with one copy to the academic department and one copy to the Office of Alternative Credit and Articulation Agreements.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. All educational records with identifiable student information are required to be safeguarded per University policy 3342, 5 – 08.101
<https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination>.
- CCP teachers will post formative and summative grades for assignments and exams on the IHE Blackboard learning management system on a regular basis.
- **Enrollment Verification, Midterm, Final and official grades must be reported within the Kent**

State University Flashline portal in a timely manner.

- All grades and information contained in the IHE Blackboard system and Flashline portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities, including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials have to be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the “last date to add” deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE’s campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE’s decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Currently there is no fee for this service. Students can access and print unofficial copies of their transcripts through their Flashline portal.

SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits release of student record information without the student's explicit written consent; however it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

Communications with Parents for Students in Courses Delivered at High Schools:

CCP student educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the location, are protected and communication must be carefully distributed.

CCP teachers for Kent State University must adhere to FERPA legislation. **Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.**

Kent State University requires that each CCP teacher verify with the University that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the University for any participating student prior to release of any protected information. Students may complete a FERPA release online through their Flashline account or may complete a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

Communications with Parents for Students in Courses Delivered at IHE Locations:

Students may grant Kent State University permission to release information about their student records to a third party (including parents, step-parents, etc.) by completing a FERPA Release Form online through their Flashline account or completing a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.
- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.

IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of textbooks and materials including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC 3365.06 (A).
 - 1) The LEA can choose to initiate and maintain an account with the IHE University Bookstore and can elect to purchase textbooks and materials through other vendors. Students shall have required course textbooks and materials available by the first day of classes.
 - 2) Students can participate in the Kent State University Flashbooks initiative whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flashbooks materials will be invoiced to districts separately from the IHE University Bookstore partner.
3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:

High School Delivery – Option A:

For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio floor amount (TBD) x number of credit hours/course x number of students.

High School Delivery – Option B:

For courses taught by an IHE faculty member at the LEA location, the rate will be \$80.00 x number of credit hours/course x number of students.

On Campus Delivery:

For courses taught by a university faculty member at an IHE location, the cost will be \$120.00 x number of credit hours/course x number of students.

Distance Learning Delivery:

For courses being taught via distance learning, the cost will be \$120.00 x number of credit hours/course x number of students.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

SECTION XX: TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2019 to June 30, 2020. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2020.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

SECTION XXI: APPROVALS

IHE (Kent State University):


Executive Vice President and Provost

12 Dec. 2018
Date


Senior Vice President for Finance and Administration

12/13/18
Date

LEA:

(School District Name)

District Charter Representative/Superintendent

Date

Treasurer

Date

APPENDIX A

Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

KENT STATE UNIVERSITY

College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: <http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all> as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

APPENDIX B

Listing of Kent State University Campus Contacts

Ashtabula Campus

Susan J. Stocker, Ph.D.
Dean and Chief Administrative Officer (CAO)
3300 Lake Rd W
Ashtabula, OH 44004-2316
(440) 964-4211
sjstocke@kent.edu

East Liverpool Campus

Salem Campus

Columbiana County Campuses

David M. Dees, Ph.D.
Dean and Chief Administrative Officer (CAO)
2491 State Route 45 S
Salem, OH 44460-9412
East Liverpool Campus (330) 382-7411
Salem Campus (330) 337-4205
ddees@kent.edu

Geauga Campus

Twinsburg Regional Academic Center

Angela S. Spalsbury, Ph.D.
Dean and Chief Administrative Officer (CAO)
14111 Claridon-Troy Road
Burton, OH 44021
(330) 907-3362
aspalsbu@kent.edu

Kent Campus

Johanna E. Pionke, M.Ed.
Director, Alternative Credit & Articulation Agreements
Center for Undergraduate Excellence (CUE), Ste 169
975 University Esplanade
Kent, OH 44243
(330) 672-3754
jpionke@kent.edu

Stark Campus

Denise A. Seachrist, Ph.D.
Dean and Chief Administrative Officer (CAO)
6000 Frank Ave NW
North Canton, OH 44720-7599
(330) 244-3211
dseachri@kent.edu

Trumbull Campus

Lance R. Grahn, Ph.D.

Dean and Chief Administrative Officer (CAO)

4314 Mahoning Ave., N.W.

Warren, OH 44483-1998

(330) 847-0571

lgrahn@kent.edu

Tuscarawas Campus

Bradley A. Bielski, Ph.D.

Dean and Chief Administrative Officer (CAO)

330 University Dr., NE

New Philadelphia, OH 44663

(330) 339-3391

bbielski@kent.edu

File: DECA**ADMINISTRATION OF FEDERAL GRANT FUNDS**

The Board accepts federal funds, which are available, provided that there is a specific need for them and that the required matching funds are available. The Board intends to administer federal grant awards efficiently, effectively and in compliance with all requirements imposed by law, the awarding agency and the Ohio Department of Education (ODE) or other applicable pass-through entity.

The Board directs the Treasurer to develop, monitor, and enforce effective financial management systems and other internal controls over federal awards that provide reasonable assurances that the District is managing the awards in compliance with all requirements for federal grants and awards. Systems and controls must meet all requirements of Federal law and regulation, including the Uniform Guidance issued by the U.S. Office of Budget and Management and any applicable state requirements, and shall be based on best practices.

All individuals responsible for the administration of a federal grant or award shall be provided sufficient training to carry out their duties in accordance with all applicable requirements for the federal grant or award.

The financial management systems and internal controls must provide for:

1. identification of all federal funds received and expended and their program source;
2. accurate, current, and complete disclosure of financial data in accordance with federal requirements;
3. records sufficient to track the receipt and use of funds;
4. effective control and accountability over assets to assure they are used only for authorized purposes and
5. comparison of expenditures against budget.

In addition, written procedures must be established for cash management and for determining the allowability of costs, as required by the Uniform Guidance. At a minimum the financial management systems and internal controls will address the following areas:

3. Allowability

Costs charged by the school system to a federal grant must be allowed under the individual program and be in accordance with the cost principles established in the Uniform Guidance, including how charges made to the grant for personnel are to be determined. Costs will be charged to a federal grant only when the cost is:

- A. reasonable and necessary for the program;
- B. in compliance with applicable laws, regulations, and grant terms;
- C. allocable to the grant;
- D. adequately documented and
- E. consistent with District policies and procedures that apply to both federally-funded and non-federally funded activities.

Internal controls will be sufficient to provide reasonable assurance that charges to federal awards for personnel expenses are accurate, allowable, and properly allocated and documented. Controls will include time and effort reporting in accordance with Uniform Guidance and the requirements of ODE or other applicable pass-through-entity.

2. Cash Management and Fund Control

Payment methods must be established in writing that minimize the time elapsed between the draw down of federal funds and the disbursement of those funds. Standards for funds control and accountability must be met as required by the Uniform Guidance for advance payments and in accordance with the requirements of ODE or other applicable pass-through-entity.

3. Procurement

All purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District's written policies and procedures.

4. Conflict of Interest and Mandatory Disclosures

The District complies with the requirements of State law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.

5. Equipment and Supplies Purchased with Federal Funds

Equipment and supplies acquired with federal funds will be used, managed, and disposed of in accordance with applicable state and federal requirements. Property records and inventory systems shall be sufficiently maintained to account for and track equipment that has been acquired with federal funds.

6. Accountability and Certifications

All fiscal transactions must be approved by the Treasurer/designee who can attest that the expenditure is allowable and approved under the federal program. The Treasurer submits all required certifications.

7. Monitoring and Reporting Performance

The Treasurer shall establish sufficient oversight of the operations of federally supported activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved. The District will submit all reports as required by federal or state authorities.

[Adoption date:]

LEGAL REFS.: ORC 9.314

117.101; 117.43 3313.33; 3313.46 3319.04 5705.39; 5705.41; 5705.412 2 C.F.R. Part 200

CROSS REFS.: BBFA, Board Member Conflict of Interest BCC, Qualifications and Duties of the Treasurer DI, Fiscal Accounting and Reporting DID, Inventories (Fixed Assets) DJ, Purchasing DJC, Bidding Requirements DJE, Purchasing Procedures DK, Payment Procedures EF/EFB, Food Services Management/Free and Reduced-Price Food Services GBCA, Staff Conflict of Interest IGBJ, Title I Programs

UNIFORM FEDERAL GRANT GUIDANCE

This policy shall apply to the District's receipt and use of federal grant awards.

1. Payment

The District shall minimize the time elapsing between the transfer of funds from the United States Treasury or a pass-through entity and the disbursement by the District, whether payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall make timely payments to contractors in accordance with relevant contract provisions.

A. Use of Resources Before Requesting Cash Advance Payments

To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

B. Use of Banks and Other Institutions as Depositories of Advanced Payments

The District shall account for the receipt, obligation, and expenditure of funds. The District shall deposit and maintain advance payments of federal funds in insured accounts whenever possible. Advance payments of federal awards shall be maintained in interest-bearing accounts, unless the following apply:

- 1) The District receives less than \$120,000 in federal awards per year;
- 2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances;
- 3) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources or
- 4) A foreign government or banking system prohibits or precludes interest-bearing accounts.

Interest earned amounts up to \$500 per year may be retained by the District for administrative expenses. Any additional interest earned on federal advance payments deposited in interest-bearing accounts shall be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Fiscal Management Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions), as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or agency information if the payment originated from the

Automated Standard Application for Payments (ASAP), the National Science Foundation (NSF), or another federal agency payment system. Submitted remittances shall comply with the requirements of 2 C.F.R. 200.305.

2. Financial Management/Cost Principles

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowed under federal awards:

- A. Be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles.
- B. Conform to any limitations or exclusions set forth in these principles or in the federal award as to types or amount of cost items.
- C. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the District.
- D. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.
- E. Be determined in accordance with generally accepted accounting principles (GAAP), except as otherwise provided for in 2 C.F.R. 200.403.
- F. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period.
- G. Be adequately documented.

3. Financial Management System

The District's financial management system, including records documenting compliance with Federal statutes, regulations and the terms and conditions of the federal award, shall be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such fiscal management funds have been used according to the Federal statutes, regulations, and the terms and conditions of the federal award. The District's financial management system shall provide for the following:

- A. Identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number. Federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- B. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. 200.327 and 200.328.

C. Records that identify adequately the source and application of funds for federally funded activities. These records shall contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District shall adequately safeguard all assets and assure that they are used solely for authorized purposes.

E. Comparison of expenditures with budget amounts for each federal award.

4. Compensation - Personal Costs

Compensation for personal services includes all remuneration, paid currently or accrued, for services of Board employees rendered during the period of performance under the federal award, including, but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, as set forth in 2 C.F.R. 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of 2 C.F.R.

200.430 and that the total compensation for individual employees:

A. Is reasonable for the services rendered and conforms to the established written policies of the District, as consistently applied to both federal and non-federal activities;

B. Follows an appointment made in accordance with the District's written policies and meets the requirements of Federal statute, where applicable and

C. Is determined and supported as provided in 2 C.F.R. 200.430(i), when applicable.

Compensation for employees engaged in work on federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the District. In cases where the kinds of employees required for federal awards are not found in the other activities of the District, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the District competes for the kind of employees involved.

5. Standards for Documentation of Personnel Expenses

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

A. Be supported by a system of internal control, which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

B. Be incorporated into the official records of the District;

C. Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;

D. Encompass both federally assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records in accordance with the District's written policies;

E. Comply with the established accounting policies and practices of the District and

F. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

6. Procurement

All purchases for property and services using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the uniform guidance requirements and all policies and procedures of the District. The District shall avoid situations that unnecessarily restrict competition and avoid acquisition of unnecessary or duplicative items.

Individuals or organizations that develop or draft specifications, requirements, statements of work and/or invitations for bids, requests for proposals or initiations to negotiate must be excluded from competing for such purchases. Contracts may only be awarded to responsible contractors possessing the ability to perform successfully under a proposed procurement's terms and conditions.

Consideration should be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. A contract cannot be awarded to a contractor who is suspended or debarred from eligibility for participation in federal assistance programs or activities. Purchasing records must be sufficiently maintained to detail the history of all procurements and include at minimum: rationale for the method of procurement; selection of contract type and contractor selection or rejection; the basis for contract price; and verification the contractor is not suspended or debarred.

The District shall be aware of the different requirements for each procedure type and ensure District procedures reflect the process used for each.

(Approval date: _____)