

CLARION UNIVERSITY OF PENNSYLVANIA

DUAL-ENROLLMENT COURSE AGREEMENT WITH WARREN COUNTY SCHOOL DISTRICT (2010-2011)

THIS AGREEMENT, is made this 13th day of April, 2010 by and between CLARION UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University, "an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the, WARREN COUNTY SCHOOL DISTRICT, located at 185 Hospital Drive, Warren PA, 16365 (hereinafter " District" or "Paying Party") (Federal I.D. #25-1157816).

BACKGROUND

WHEREAS, the University is an educational institution that provides courses in the area of education and is desirous of providing such an educational experience to students; and

WHEREAS, the District is desirous of establishing a relationship with the University whereby its students may receive experience in college level education subject to the provisions of this Agreement; and

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. PURPOSE

The purpose of the Dual Enrollment Program and this Agreement is to allow eligible and appropriately qualified high school students the benefit and advantage of enrolling in college classes concurrently with high school classes, the benefit of receiving both high school and college credit, and the benefit of experiencing course work at the college level at a reduced cost to students.

II. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall have the final responsibility for the selection of qualified students to participate in all classes. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience. Students may be asked to provide appropriate documentation demonstrating that they meet the qualifications participation. Students who do not provide appropriate documentation by the date designated by the University will not be enrolled in the class.
- b. *Education of Students.* The University agrees to offer the following classes as indicated:

Clarion Campus**Fall Semester 2010:**

CMST 113 Public Speaking
 HIST 113 Modern Civilization
 PS 210 Intro to Political Science

Spring Semester 2011:

CIS 217 Application of Microcomputers
 ENG 111 Writing II
 MUS 111 Intro to Music

Venango Campus**Fall Semester 2010:**

CMST 113 Public Speaking
 ENG 111 Writing II
 SOC 211 Principles of Sociology

Spring Semester 2011:

BIOL 111 Basic Biology
 PS 211 American Government
 PSY 211 General Psychology

Online**Fall Semester 2010**

ART 110 The Visual Arts
 BIOL 111 Basic Biology
 CMST 120 Humanities I: Antiquity Through the Middle Ages
 CIS 217 Applications of Microcomputers
 ES 111 Basic Earth Science
 ES 280 Meteorology
 ENG 111 Writing II
 ENG 130 Literary Experience
 ENG 225 US Literature Beginning to 1860
 ENG 265 Survey of Women's Lit
 GER 103 German Civilization and Culture
 MMAJ 140 Writing for Media
 MATH 112 Excursions in Mathematics
 MUS 114 Introduction to World Music
 MUS 253 History of Jazz
 PHSC 117 Explorations in Physical Science: Physics and Astronomy
 PSY 111 Psychology of Personal Growth
 PSY 211 General Psychology
 WGS 100 Survey of Women's Studies

Spring Semester 2011

ART 110 The Visual Arts
 BIOL 111 Basic Biology
 CMST 121 Humanities II: The Renaissance to the Present
 CIS 217 Applications of Microcomputers
 ES 111 Basic Earth Science
 ES 280 Meteorology
 ENG 111 Writing II
 ENG 130 Literary Experience

ENG 225	US Literature Beginning to 1860
ENG 265	Survey of Women's Lit
GER 103	German Civilization and Culture
MMAJ 140	Writing for Media
MATH 112	Excursions in Mathematics
MUS 114	Introduction to World Music
MUS 253	History of Jazz
PHSC 117	Explorations in Physical Science: Physics and Astronomy
PSY 111	Psychology of Personal Growth
PSY 211	General Psychology
WGS 100	Survey of Women's Studies

The list above is subject to change. Additional courses that become available during the semester may also be offered to the students upon the mutual agreement of the Parties hereto.

The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements for participation, grading, graduation, maintenance of records and faculty appointments. All students are subject to the university student code and other academic and administrative policies detailed in the current University Catalog.

- c. *Provision of Materials.* The University agrees to provide access to the required text materials for all students. The University will be responsible for providing all necessary registration materials to the appropriate district personnel and will provide whatever support is necessary for successful completion of the enrollment process.
- d. *Student Requirements/Eligibility.* The student must be a high school junior or senior. The student must be making satisfactory progress toward fulfilling applicable school graduation requirements, as determined by the District based on credits earned. The student must have scored at the proficient or advanced range on the PSSA math and/or reading and/or writing tests or the student has taken the PSAT, SAT or ACT. The student must have a high school QPA of 2.8 and demonstrate readiness for college-level coursework in the intended subject area of study, as determined by the University based on placement tests applicable to the courses which the student has expressed an interest. Students that do not meet the above criteria may be permitted to enroll in dual enrollment courses if they have maintained a 2.8 GPA and they have the recommendation of the high school principal and counselor.

The student will be evaluated using the same standards used for regularly enrolled students. Transcript review and evaluation will also be utilized by University

staff. In order to remain in this program, the student must maintain a high school grade point average of 2.8. The student also must maintain a C average in the dual enrollment courses in which the student is enrolled.

- .e. *The University will assure that courses are non-remedial.* The courses are in a core academic subject as defined by the No Child Left behind Act of 2001. The courses, as offered to dual enrollment students, are identical to those offered when dual enrollment students are not enrolled, the use of an identical curriculum, assessments and instructional materials. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when dual enrollment students are not enrolled.
- f. *Clearances.* The University agrees to provide proof of compliance with the Act 33 and 34 requirements for all its employees or agents who will have direct contact with students of the District. Additionally, the University agrees to provide proof of compliance with the current Act 33 and 34 requirements (including the FBI fingerprint requirements) for any new applicants that are ultimately hired by the University and that will have direct contact with students of the District

III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. *Establishment of Classroom Facilities.* The District authorizes the use of its facilities as may be agreed upon by the District and the University.
- b. *Student Records.* The District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- c. *Recruitment.* The District shall recruit and designate such students that it wishes to enroll in the contracted class.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties agree that the university will determine class enrollment limits and enrollment will be contingent in individual classes based upon the space available. District students will be given every consideration for class placement.
- b. *Compensation.* Student tuition shall be \$510 per 3 credit course (approximately \$170 per credit hour). As with its other dual enrollment programs, the District, unless required to do otherwise by law, will contribute \$160 per credit hour of tuition assistance for any District student who chooses to enroll in the program. The District's contribution shall be made with grant funds if grant funds are available. In

the event that grant funds are not available to the District, the District's contribution shall be made with non-grant funds. The remaining tuition amount, after the \$160 per credit District contribution is taken into account, will be the responsibility of the student/parent(s). Notwithstanding Section V(2) of this Agreement, the Parties agree that the District reserves the right to modify the amount of any District contribution at its sole discretion, without the consent of the University, and without the necessity of amending this Agreement.

The Parties understand and agree that said District Contribution is contingent upon a student's voluntary choice to enroll in the University's course(s). The University will invoice the District after the beginning of classes for each semester for all tuition charges due.

With regard to the circumstances under which a student is permitted to withdraw from a course and the circumstances under which tuition reimbursement is afforded when a student withdraws from a course, the University's withdrawal policies and tuition reimbursement policies will be in effect and shall govern all classes covered by this Agreement. In the event the University terminates the Agreement for its convenience in accordance with Section V(6)(a) of this Agreement, the District shall be entitled to a pro rated refund for services that have been paid for but not yet performed by the University.

- c. *Textbook Charges.* Textbook costs will be the responsibility of the student/parents.
- d. *Term of Agreement.* The term of this Agreement shall be from the effective date assigned by the Contracting Officer until **June 30, 2011**.
- e. *Student Credit.* In order to successfully complete a course listed in this Agreement, students must earn a minimum grade of "C". The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified. The University will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. The University will transcript this credit in a manner similar to other students who take a course at this institution. If a dual enrollment student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.
- f. *Promotional Materials.* Both the University and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for dual enrollment to parents and students.
- g. *Committee Members.* The Dual Enrollment Committee appointed for the term of

this Agreement is comprised of the following individuals:

Dr. Darrell Jaskolka, District Principal
 Amanda Hetrick, District Director of Secondary Education
 Daniel Blair, District Parent
 Amy Morrison, District Teacher
 Kirsten Turfitt, District Board Member
 Dr. William Williams, Clarion University
 Mary Hollis, Clarion University

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Dual Enrollment Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the District or University shall be entitled to select a new member without the need to amend this Agreement.

- h. *Termination of Class Offering.* Without terminating this Agreement, the University or the District may terminate any class offering covered by this Agreement for any reason with ten (10) days' notice prior to the commencement of the class. In the event that any class offering is terminated in accordance with this provision, the Parties agree that the University shall not be entitled to any compensation for said course.
- i. *Notice.* All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Warren County School District
 185 Hospital Drive
 North Warren, PA 16365
 ATTN: Superintendent

Clarion University of Pennsylvania
 840 Wood Street
 Clarion, PA 16214
 ATTN: President

V. TERMS AND CONDITIONS FOR CONTRACTS WHERE UNIVERSITY IS RECEIVING MONEY AND/OR PERFORMING SERVICES

1. Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

2. Amendments. This contract represents the complete agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this contract shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.

3. Applicable Law. This contract shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

4. Independent Contractor. In performing the services required by the contract, each party will act as an independent contractor and not as an employee or agent of the other party. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

5. Conflict In Terms. Should any portion of the agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.

6. Termination of Contract. The University has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the Paying Party:

(a) Termination for Convenience. The University shall have the right to terminate the Contract for its convenience if it determines termination to be in its best interest. The University shall be paid for work satisfactorily completed prior to the effective date of the termination.

(b) Termination for Cause. The University shall have the right to terminate the Contract upon written notice for the Paying Party's default as to any of the terms contained in the contract between the parties or by law. If it is later determined that the University erred in terminating the Contract for cause, then, at the University's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

For: Warren County School District

For: Clarion University of Pennsylvania

Dr. Brian M. Dougherty, Superintendent

W. Paul Bylaska, Vice President
for Finance and Administration

Board President

Approved As To Form And Legality

University Legal Counsel

Deputy Attorney General

CONTRACT
EFFECTIVE DATE