

AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2011 by and between **JAMESTOWN COMMUNITY COLLEGE**, with an address of 525 Falconer Street, Jamestown, NY 14701 (hereinafter referred to as "College," or "JCC") and the, **WARREN COUNTY SCHOOL DISTRICT**, located at 185 Hospital Drive, Warren PA, 16365 (hereinafter " District"). (Federal I.D. #25-1157816).

BACKGROUND

WHEREAS, the College is an educational institution that is authorized and approved to provide college level courses and is currently providing such courses to District students; and

WHEREAS, in accordance with 24 P.S. §15-1525, the District is desirous of establishing a relationship with the College whereby its students may receive dual credit for said courses, 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 this Agreement is to allow high school students the benefit of receiving both high school and college credit for courses completed at the College in accordance with the terms of this Agreement and 24 P.S. §15-1525.

II. DUTIES AND RESPONSIBILITIES OF THE COLLEGE

- a. *Selection of Students.* The College shall have the final responsibility for the selection of qualified students to participate in all classes.
- b. *Education of Students.* While students may be approved by the College to enroll in a wide range of courses for which they have the appropriate prerequisites, only certain courses will also apply for local credit at the discretion of the district. In addition, while the District can determine which courses at the College qualify for district credit, the College reserves the right to determine which of its courses a student may enroll in.
- c. *Authorization to Operate and Control Over Education:* The College certifies that it is licensed and permitted to operate in the Commonwealth of Pennsylvania and that it has obtained all necessary approvals to enable the College to offer the courses encompassed by this Agreement. The College shall provide the instructor and assume full responsibility for the classroom education of the students and for the administration of the courses, the curriculum content, attendance, grading, student evaluation, graduation, maintenance of records, faculty appointments, faculty evaluations and faculty in-service. All students are subject to the College student code and other academic and administrative policies detailed in the

current College Catalog. College personnel will make a classroom visit for the purpose of evaluating the teaching process, which will include review of student evaluations.

- d. *Advertisement and Provision of Materials.* The College agrees to advertise the courses and to provide access to the required text materials for all students, with said text materials being paid for at the students'/parents sole expense.
- e. *Student Requirements/Eligibility.* In order to be eligible for dual credit for a course successfully completed in accordance with this Agreement, the student must be a high school junior or senior and must be making satisfactory progress toward fulfilling applicable school graduation requirements, as determined by the District based on credits earned.

III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. *Student Records.* The District and College 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.
- b. *Committee:* The District shall form a committee (the “Committee”) consisting of a building principal, district administrator, and the appropriate curriculum coordinators. The Committee shall review the syllabus and course description of each course taken by its students during the period covered by this Agreement and shall determine at its discretion whether the student is entitled to credit from the District for the completion of a College course encompassed by this Agreement.
- c. Students enrolled in the course shall receive the appropriate number of credit hours from the college for successfully completing each course.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Compensation.* The College agrees that the students and/or the student’s parents shall be solely responsible to the College for all costs, tuition and otherwise, that are in any way associated with the courses encompassed by the terms of this Agreement and that all bills for said costs shall be sent only to the student and/or the students’ parents. Under no circumstances shall the District be responsible to the College for any costs, tuition or otherwise, that are in any way associated with the courses encompassed by the terms of this Agreement, even if the student and/or the students’ parents fail to pay any portion of said costs to the College. The Parties further agree that this Agreement does not meet, and is not intended to meet, the requirements of 24 P.S. 16-1611-B *et. seq.* or the requirements for grant funding and that the arrangement between the Parties shall not constitute a dual enrollment program that is governed by the District’s Dual Enrollment Resolution, as approved by the District’s Board of School Directors.

- b. *Term of Agreement.* The term of this Agreement shall commence on the date and year first above written and shall remain in effect until either Party terminates this Agreement in accordance with Section IV(f) of this Agreement.
- c. *Liability.* The College agrees to indemnify, defend and hold harmless the District, its agents and employees for or on account of any damages or losses, including reasonable attorney fees and court costs, resulting from any negligent actions, failure to act, or failure to comply with the terms of this Agreement on the part of the College, its agents or employees. The obligations and responsibilities imposed on the College in accordance with this provision shall survive termination of the Agreement and shall cover all claims, regardless of when they are asserted. However, nothing in this provision is intended to waive any immunity, damage limitation, or other such limitation of liability to which the College is entitled under law.

The District agrees to indemnify, defend and hold harmless the College, its agents and employees for or on account of any damages or losses, including reasonable attorney fees and court costs, resulting from any negligent actions, failure to act, or failure to comply with the terms of this Agreement on the part of the District, its agents or employees. The obligations and responsibilities imposed on the District in accordance with this provision shall survive termination of the Agreement and shall cover all claims, regardless of when they are asserted. However, nothing in this provision is intended to waive any immunity, damage limitation, or other such limitation of liability to which the District is entitled under law.

- d. *Amendments.* This Agreement represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by both Parties.
- e. *Independent Contractor.* In performing the services required by the Agreement, each party and each party's agents and employees shall act as an independent contractors and not as employees or agents of the other party. The relationship of the Parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- f. *Termination of Agreement.* Either Party shall have the right to terminate this Agreement for any reason, with or without cause, upon 30 days written notice to the other Party. Notwithstanding the preceding right of termination, if semester classes have already commenced prior to termination of this Agreement by either Party, the College and District agree to complete all course offerings for the semester in which notice is given.

- g.. *Savings Clause.* If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.
- h. *No Assignment.* This Agreement, and the College's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District.
- i. *Choice of Law and Venue.* All actions, proceedings, or disputes arising between the Parties shall be governed by the laws of Pennsylvania and shall be filed, tried and litigated exclusively in the State Courts, Federal courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania.
- j. *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

Jamestown Community College
525 Falconer Street
Jamestown, NY 14701
ATTN: Vice-President

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

_____(SEAL)
By: Arthur J. Stewart
President, Board of School Directors

JAMESTOWN COMMUNITY COLLEGE

BY: _____
John Garfoot, Vice President and Dean
Administration