

CLARION UNIVERSITY OF PENNSYLVANIA
DUAL-ENROLLMENT CONSORTIA AGREEMENT
WITH
WARREN COUNTY SCHOOL DISTRICT
(2014-2015)

THIS AGREEMENT, is made this 26th day of September, 2014 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 educational experience in their area of matriculation subject to the provisions of this Agreement; and

WHEREAS, The University and the District are desirous in joining together in a consortia with other districts to provide university courses for the students of their districts.

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

I. 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 for matriculation in the class. Students who do not provide appropriate documentation by the date designated by the University will not be enrolled classes.
- b. *Education of Students.* The University agrees to offer, from semester to semester, such classes as are available and in which students of the district desire to enroll in.

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 of matriculation, 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.* The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the University. The University will determine readiness based on placement tests applicable to the courses which the student has expressed an interest. 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. All students must have a high school QPA of 3.0 to be eligible and a 950 PSAT/SAT and/or better or Advanced and Proficient on the PSSA (at least one score must be advanced) A PSAT score of 95 will also be considered. The high school may submit appeals to the admission office for students who are exceptionally strong candidates, but who otherwise do not meet the established program criteria. Appeals must include documentation and written rationale for why the student should be reconsidered. This request is to be submitted by the student's high school guidance or principal's office.

In order to remain in this program, the student must maintain a secondary school grade point average of 2.8 in the applicable subject area of study. The student also must maintain a minimum grade of C in each dual enrollment course 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.

II. 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.

III. 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.* Students enrolled in Dual Enrollment Consortia classes will be billed directly by the University. Students will be charged a differentiated tuition defined for each year by the University in collaboration with the schools in the Consortia. University withdrawal policies will be in effect for all classes covered by this contract.
- 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 to **June 30, 2015**.
- e. *Termination of Agreement.* The University or the District may terminate this Agreement for any reason with ten (10) days' notice prior to the commencement of the class. Either party may terminate this Agreement in the event of a substantial breach.
- f. *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.
- g. *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.

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

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **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:
 - (1) 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.
 - (2) 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

(SEAL)
By: President, Board of School Directors

Ronald Nowaczyk, Provost

Print name/title

Approved As To Form And Legality:

ATTEST: (SEAL)

Secretary

University Legal Counsel

**CONTRACT
EFFECTIVE DATE**