

# **ST. BONAVENTURE UNIVERSITY**

## **DUAL-ENROLLMENT COURSE AGREEMENT WITH WARREN COUNTY SCHOOL DISTRICT (2009-2010)**

**THIS AGREEMENT**, is made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2009 by and between ST. BONAVENTURE UNIVERSITY, (hereinafter referred to as "University"), an institution of higher education chartered by the Board of Regents of the University of the State of New York, located at 3261 West State Road, St. Bonaventure, NY, 14778, and the WARREN COUNTY SCHOOL DISTRICT, located at 185 Hospital Drive, Warren PA, 16365 (hereinafter " District") (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 District students; and

**WHEREAS**, the District is desirous of establishing a relationship with the University whereby its students may receive educational experience in college level general 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 for enrollment in the class. 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.* Final decisions regarding course offerings will rest with the University, including being dependent upon faculty availability and projected course enrollment. The University agrees to offer courses from among the following: Clare 110 - Composition & Critical Thinking I; Clare 111 - Composition & Critical Thinking II; Spanish 101 - Elementary Spanish I; Spanish 102 - Elementary Spanish II; Spanish 201 - Intermediate Spanish I; Spanish 202 - Intermediate Spanish II; Mathematics 107 - Introduction to Statistics; Mathematics 108 – Precalculus; Mathematics 151 - Calculus I; Mathematics 152 - Calculus II; Political Science 102 - American Politics; Political Science 103 - International Relations; Physics 103 - General Physics I; Physics 104 - General Physics II; UNIV 101 - The Good Journey

The University understands that due to public school funding guidelines, courses may not contain a religious component. The University certifies that none of the courses listed above contain a religious component or religious instruction of any kind. The list above is subject to change. Additional general education courses that become available during the semester may also be offered to the students. All courses offered must be approved by the District in advance and under no circumstances shall any course of a religious nature or containing religious instruction of any kind be offered to any student by the University.

The University shall assume full responsibility for the classroom education of its students and for ensuring that the dual enrollment program and all courses are nonsectarian in all respects and contain no religious instruction of any kind. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, attendance, 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, with said text materials being paid for at the students' sole expense. The University, at its sole expense, 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 must be a high school junior or senior, demonstrate readiness for college-level coursework, as determined by the University, and must demonstrate satisfactory progress towards fulfilling the District's graduation requirements, as determined by the District. Additionally, a student must meet at least two of the following five criteria:

- (i) The student is in the top 30% of his or her class.
- (ii) The student has an 85% average in District courses.
- (iii) The student has a Gifted Individualized Education Plan (GIEP).
- (iv) The student either scored a 21 on the ACT or a converted score of 1000 on the PSAT.
- (v) The student is recommended by the Principal or Counselor.

In order to remain in this program, the student must maintain an 85% average in District courses and also must maintain a C average in dual enrollment courses.

- e. *The University will assure that courses are non-remedial.* The courses listed in Section I (b). represent core academic subjects 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. *Establishment of Classroom Facilities.* The District shall have no responsibility, financially or otherwise, for providing facilities appropriate to the educational needs of the program.
- g. *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. The District agrees to assist the University with verification through the State of Pennsylvania.

### **III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT**

- a. *Transportation.* The District, as necessary and at the District's cost, shall provide transportation in District owned vehicles to and from the classroom facilities for enrolled students. Students shall also have the option of transporting themselves to and from the classroom facilities in non-District/private owned vehicles. In the event a student exercises this option, the student will not be reimbursed for any transportation costs by the District.

- b. *Student Records.* The District and University 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 that enrollment will be contingent in individual classes based upon the space available.
- b. *Compensation.* Student tuition shall be \$373 per credit hour for the 2009-2010 academic year: said amount is net of a fifty percent (50%) scholarship provided by St. Bonaventure during this initial year and applied to tuition costs forenrolled students. As with its other dual enrollment programs, the District, unless required to do otherwise by law, will also contribute \$160 per credit hour of tuition assistance, in addition to the University scholarship, for any District student who chooses to enroll in the program. The remaining tuition amount, after the University's 50% scholarship and the \$160 per credit District contribution are taken into account, will be the responsibility of the student/parent(s).

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 Parties further understand and agree that, if a student chooses to enroll in the University's course(s), the District's contribution will be paid directly to the parents of the student or the student (dependent upon the circumstances) and that the parents of the student or the student will then be responsible for paying all compensation owed to St. Bonaventure three (3) weeks prior to the start of any course in which the student is enrolled (with the exception of only the 2009 Fall Semester, for which payment of all compensation to St. Bonaventure shall be due by September 15, 2009). Under no circumstances will any District funds be sent directly from the District to the University. The District reserves the right to modify the amount and/or manner of any District contribution at its sole discretion, without the consent of the University, and without the necessity of amending this Agreement.

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

- c. *Term of Agreement.* The term of this Agreement shall be from the effective date assigned by the Contracting Officer to **June 30, 2010**, and may be renewed on the mutual agreement of both parties.
- d. *Student Credit.* The District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements. The University will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. The University will transcript credit in a manner similar to other students who take a course at the 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.
- e. *Promotional Materials.* Both the University and the School District agree to work together 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.
- f. *Committee Members.* The Dual Enrollment Committee appointed for the term of this Agreement in accordance with 24 P.S. 16-1612-B, 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. David DiMattio, St. Bonaventure University Dean of Clare College  
Dr. Michael Fischer, St. Bonaventure University Provost and Vice President for Academic Affairs

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 to this Agreement. The purpose of the committee is to develop a dual enrollment program as well as to support, review, and recommend changes to the program.

*Liability.* The University 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 University, its agents or employees while performing in accordance with this Agreement. The obligations and responsibilities imposed on the University 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 University is entitled under law.

The District agrees to indemnify, defend and hold harmless the University, 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 while performing in accordance with this Agreement. 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.

- h. *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, with the exception of a change to any District contribution in accordance with Section IV(b) of this Agreement or a change to the members of the Dual Enrollment Committee in accordance with Section IV(f) of this Agreement, 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.
- i. *Applicable Law.* This Agreement 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. The University 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 University agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
- j. *Independent Contractor.* In performing the services required by the

Agreement, 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 Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

- k. *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.
- l. *Termination of Agreement.* The University and the District shall have the right to terminate the Agreement with a 90 day advance written notice if it determines termination to be in its best interest. If semester classes have already commenced, the University and District agree to complete all course offerings for the semester in which notice is given, and the University shall be paid for work through the completion of the semester in which notice is given.
- m. *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.
- n. *Approval Contingency.* The Parties agree that this Agreement is expressly contingent upon both Parties receiving all necessary approvals, including but not limited to PDE approvals, to implement the Dual Enrollment Program in accordance with the terms and conditions contained in this Agreement. The Parties agree that in the event that all necessary approvals cannot be obtained, this Agreement shall immediately become null and void with no action being required by either Party.
- o. *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.
- p. *No Assignment.* This Agreement, and the University's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District.
- q. *Choice of Law and Venue.* All actions, proceedings, or disputes arising between the Parties shall be governed by the laws of Pennsylvania shall be filed, tried and litigated exclusively in the County Courts, State Courts and Federal Courts having jurisdiction over Warren County, Pennsylvania.

- r. *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  
President

St. Bonaventure University

3261 West State Road,  
St. Bonaventure, NY, 14778  
ATTN: Provost and Vice

for Academic Affairs

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

**ATTEST: (SEAL)**

\_\_\_\_\_  
Secretary

**WARREN COUNTY SCHOOL DISTRICT**

\_\_\_\_\_(SEAL)

By:  
President, Board of School Directors

**For: St. Bonaventure University**

\_\_\_\_\_  
By:

**Approved As To Form And  
Legality:**

\_\_\_\_\_  
University Legal Counsel

CONTRACT  
EFFECTIVE DATE