

## **AGREEMENT**

**THIS AGREEMENT**, is made this 5 day of May, 2011 by and between Penn State Erie, The Behrend College, with an address of 4701 College Dr. Erie, PA 16563 (hereinafter referred to as "University") 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 is authorized and approved to provide college level courses and is desirous of 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 University 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 University credit for courses completed at the University in accordance with the terms of this Agreement and 24 P.S. §15-1525.

### **II. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall have the responsibility for the selection of qualified students to participate in all classes.
- b. *Authorization to Operate and Control Over Education:* The University 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 University to offer the courses encompassed by this Agreement. The University 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.
- c. *Course Materials.* The University agrees to provide access to the required course materials for all students, with said text materials being paid for at the students'/parents sole expense.
- d. *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 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.
- 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 University course encompassed by this Agreement. The decision as to whether a student is entitled to credit from the University for the completion of a University course shall be made at the sole discretion of the University.

### **IV. MUTUAL TERMS AND CONDITIONS**

- a. *Compensation.* The University agrees that the students and/or the student's parents shall be solely responsible to the University 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 University 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 University. 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 applicable 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.* 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, the University's, or the District'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, the State System of Higher Education, the University, or the District.

- 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.
- 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 University's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District.
- 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

Penn State Erie, The Behrend College  
4701 College Drive  
Erie, PA 16563  
ATTN: Office of Admissions

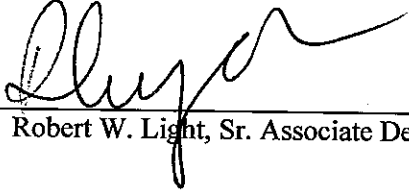
**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement as of the day and year first above written.

**ATTEST: (SEAL)**

\_\_\_\_\_  
Secretary

**WARREN COUNTY SCHOOL DISTRICT**

\_\_\_\_\_(SEAL)  
By:  
President, Board of School Directors

  
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BY: Robert W. Light, Sr. Associate Dean