

GANNON UNIVERSITY
DUAL-ENROLLMENT AGREEMENT
WITH
WARREN COUNTY SCHOOL DISTRICT
(2013-2014)

THIS AGREEMENT, is made this 9th day of September, 2013, by and between **GANNON UNIVERSITY**, (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 (referred to hereinafter as "Agreement" or "Contract"); 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:

PSYC 101	First Year Seminar
FRSH 110	First-Year Seminar Self Development
MATH 111	College Algebra
CIS 150	Business Technology
LENG 111	College Composition
BCOR 201	Financial Accounting
BCOR 202	Managerial Accounting
BCOR 231	Business and Professional Communication
BCOR 241	Principles of Marketing
BCOR 251	Principles of Management

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.

The University acknowledges and agrees that, in the event a student is suspended or expelled by the District, the student shall not be permitted to participate in the dual enrollment program during the period of said suspension or expulsion. Under such circumstances and when applicable, the University shall utilize its withdrawal policies and tuition reimbursement policies in order to determine whether the student, the student's parents/guardians, or the District is entitled to a refund of any portion of the tuition costs paid to the University.

- 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 \$99.00 per 3 credit course (approximately \$33.00 per credit hour). As with the District's other dual enrollment programs that meet all of the requirements of 24 P.S. 16-1611-B *et. seq.* and the eligibility requirements for grant funding, the District, in accordance with the District's Dual Enrollment Resolution and at its sole discretion (unless required to do otherwise by law), may contribute tuition assistance in addition to the University scholarship for any District student who chooses to enroll in the program. The remaining tuition amount 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 date and year first above stated through **June 30, 2014**.
- 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, not to exceed 24 postsecondary credits in any school year, 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:

Kelly Martin, District Principal
Gary Weber, Director of Curriculum, Instruction, and Assessment
1 District Parent
1 District Teacher
John Werner, District Board Member (Chair)
_____, Gannon University
_____, Gannon 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. *Transportation.* Unless otherwise required by law, the District shall have no obligation to, and shall not be required to, transport students to and from the classroom facilities. In the event the District elects to provide transportation, said decision is discretionary and District transportation can be terminated at any time at the sole and unrestricted discretion of the District.
- 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
589 Hospital Drive, Suite A
North Warren, PA 16365
ATTN: Superintendent

Gannon University
109 University Square
Erie, PA 16541
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 or the District's 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.

2. Amendments. This Contract represents the complete agreement between the Parties, superseding 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 or District has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the other Party:

(a) Termination for Convenience. The University or District 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 or District shall have the right to terminate the Contract upon written notice for the other 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 or District erred in terminating the Contract for cause, then, at the University's or District's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

(c) Notwithstanding the provisions of sections (a) and (b) of this section, if semester classes have already commenced prior to termination of this Agreement by either Party, 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.

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

By: President, Board of School Directors (SEAL)

GANNON UNIVERSITY

Typed name of representative
for Finance & Administration

Approved As To Form And Legality:

University Legal Counsel

Deputy Attorney General

**CONTRACT
EFFECTIVE DATE**