

## DUAL ENROLLMENT AGREEMENT

This Agreement is entered by and between the **Warren County School District** (the “District”) and **Mercyhurst University** (the “University”).

### BACKGROUND

**WHEREAS**, the University is a post-secondary educational institution that provides college level courses and is desirous of providing such courses to students of the District; 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”).

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

### **I. PURPOSE**

The purpose of this Agreement is to allow eligible and appropriately qualified high school students the benefit and advantage of enrolling in Mercyhurst University’s Accelerated Scholars Program concurrently with high school classes, the benefit of receiving both high school and college credit, and the benefit of experiencing coursework at the college level at a reduced cost to students.

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

- a. *Education of Students.* The attached Table 1 identifies the specific courses that will be offered to eligible students of the District in the Accelerated Scholars Program, as part of the REACH Liberal Arts Curriculum at the University.

The courses listed on Table 1 are subject to change. Additional courses that become available may also be offered to the students upon the mutual agreement of the parties hereto. The University agrees to provide the District with information about any changes in the liberal arts (REACH) curriculum, should they occur. The University agrees to provide the District with information about any changes in the course offerings in the Accelerated Scholars program, should they occur.

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’s code conduct, relevant provisions of the Course Catalog, and other applicable University policies and procedures.

- b. *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.

- c. *Student Requirements/Eligibility.* Students of the District must complete the University Accelerated Scholars application which includes submitting an admissions application and submitting a copy of their high school transcript. Applicants to the University must meet the admissions requirements of the University as well as program requirements. The student must be a high school junior or senior. The student must have a high school cumulative Grade Point Average (GPA) of at least a 3.5 and demonstrate readiness for college-level coursework.

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.

- d. *Direct Contact with Children.* The University shall provide proof of compliance with all applicable requirements of PA Act 153 for any University employee who will have direct contact children.
- e. *The University will assure that courses are non-remedial.* The courses shall be identical to those offered when dual enrollment students are not enrolled and shall use identical curriculum, assessments and instructional materials.
- f. *Student Records.* The 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.

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

- a. *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.

### **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 \$2363.00 (17 monthly payments of \$139.00) for 15-17 academic credits and textbook rentals for students enrolled through the Accelerated Scholars program. Any additional dual enrollment courses enrolled in outside of the Accelerated Scholars program will be charged a tuition rate of \$300.00 per 3 credit course (approximately \$100 per credit.) excluding textbook charges. 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).

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. *Textbook Charges.* Textbook rental charges for any course enrolled in through the Accelerated Scholars program are included in the cost of tuition. Any other textbook costs will be the responsibility of the student/parents.
- d. *Term of Agreement.* The term of this Agreement shall be from July 1, 2021, through June 30, 2022.
- e. *Student Credit.* In order to successfully complete a course listed in this Agreement, students must earn a minimum grade of "C". The District will award credit (and determine whether it's a core or an elective credit) for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements. However, the District will award a student no more than one credit for courses successfully completed during the Summer (after the completion of the Spring Semester and prior to the start of the Fall Semester), regardless of how many courses are successfully completed and regardless of the fact that July 1 marks the beginning of the District's new year. For example, (i) if a student successfully completes one or more courses after the conclusion of the Spring Semester and prior to July 1 and also successfully completes one or more courses on or after July 1 and prior to the start of the Fall Semester, the District

will award only one credit; (ii) if a student successfully completes two or more courses after the conclusion of the Spring Semester and prior to July 1, the District will award only one credit; or (iii) if a student successfully completes two or more courses on or after July 1 and before the start of the Fall Semester, the District will award only one credit.

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 below. The University will transcript this credit in a manner similar to other students who take courses 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.

- f. *Promotional Materials.* Both the University and the 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. Either party may cite the terms of this Agreement in its official publications and other student communications.
- g. *Committee Members.* The Dual Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

Mrs. Ericka Alm, District Principal  
Mr. Glenn Smith, District Principal  
Mr. Eric Mineweaser, Director of Curriculum, Instruction and Assessment  
Mrs. Jennifer Dilks, Academic Coach  
Mrs. Lynette Swab, District Parent  
Mrs. Donna Zariczny, District Board President  
Mr. Steve Gregg, Director of High School Initiatives, Mercyhurst University  
Mr. Joe Howard, Vice President for Enrollment, Mercyhurst University  
Mr. Christian Beyer, Director of Undergraduate Admissions, Mercyhurst 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. *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.

- 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  
6820 Market Street  
Russell, PA 16345  
ATTN: Superintendent

Mercyhurst University  
501 East 38<sup>th</sup> Street  
Erie, PA 16546  
ATTN: Provost and Vice President  
of Academic Affairs

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.

**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, shall set forth therein the proposed change, correction, or addition, and shall be approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

**3. Termination of Contract.** The University or District has the right to terminate the Contract for convenience by providing 30 days written notice of termination to the other party. 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.

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

**ATTEST:** (SEAL)

**WARREN COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MERCYHURST UNIVERSITY**

\_\_\_\_\_  
Leanne Robert

Provost and Vice President of Academic Affairs  
Mercyhurst University

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Date

**Table 1 – Course Offerings - Mercyhurst University**

<b>Course Number</b>	<b>Course Name</b>	<b>Academic Credits</b>	<b>REACH Category</b>	<b>Term Offered</b>
PHIL 100	Philosophical Inquiry	3	Reason and Faith	Spring
ART 110	Art Appreciation	3	Expression	Spring
ENG 150	British Literature	3	Expression	Fall
MUS 100	Music in Society	3	Expression	Fall
BIO 120/121	Human Biology & Lab	4	Analytical Thought	Summer
SCI 104	Meteorology and Lab	4	Analytical Thought	Summer or Fall
STAT 130	Introduction to Social Statistics	3	Analytical Thought	Summer or Fall
ECON 105	Macroeconomics	3	Contexts and Systems	Spring or Summer
HIS 211	Colonial America	3	Contexts and Systems	Summer
POLI 100	American Government	3	Contexts and Systems	Spring
SOC 101	Contemporary Social Problems	3	Humans in Connection	Spring or Summer
PSYC 101	Introduction to Psychology	3	Humans in Connection	Summer or Fall
COMP 120	Research & Writing	3	REACH Requirement	Fall