

## **AGREEMENT**

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **JAMESTOWN COMMUNITY COLLEGE**, with an address of 525 Falconer Street, Jamestown, NY 14701 (hereinafter referred to as "College," or "JCC") and the, **WARREN COUNTY SCHOOL DISTRICT**, located at 6820 Market Street, Russell, PA, 16345 (hereinafter "District"). (Federal I.D. #25-1157816).

### **BACKGROUND**

**WHEREAS**, the College is an educational institution that is authorized and approved to provide college level courses and is currently providing such courses to District students; and

**WHEREAS**, the District is desirous of establishing a relationship with the College 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 college credit for courses completed at the College in accordance with the terms of this Agreement.

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

- a. *Selection of Students.* The College shall have the final responsibility for the selection of qualified students to participate in all classes.
- b. *Education of Students.* The courses listed in the College's Course Catalog may be offered by the College during the term of this Agreement.
- c. *Control Over Education:* The College 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. All students are subject to the College student code and other academic and administrative policies detailed in the current College Catalog.
- d. *Advertisement and Provision of Materials.* The College agrees to advertise the courses and to provide access to the required text materials for all students, with said text materials being paid for at the students'/parents' sole expense.
- e. *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.

- f. *Clearances.* The College shall comply with all applicable clearance requirements under New York law that govern instructors that provide in-person instruction to students under the age of 18.
- g. *Credit.* Students enrolled in a course shall receive the appropriate number of credit hours from the College for each course that is successfully completed.
- h. *Student Records.* The College 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 or authorized to do so by law or as dictated by the terms of this Agreement.
- i. *Transportation.* The College shall have no obligation to, and shall not be required to, transport students to and from the classroom facilities.

### **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 or authorized to do so by law or as dictated by the terms of this Agreement.
- b. *Student Credit.* 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.
- c. *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.

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

- a. *Compensation.* The PEP grant will cover half the cost of tuition, up to a maximum of \$500 per term, for each student who enrolls in the PEP program, pending the availability of PEP funding. A bill will be generated for each student at the following part-time student rates:

| <b>TUITION/FEE DESCRIPTION</b>  | <b>CHARGE PER CREDIT<br/>HOUR<br/>2023-2024</b> |
|---|---|
| Out-of-state tuition (for PA residents and NYS residents without a valid COR) | \$454   |
| Faculty Student Association fee (all students)                                | \$13.75   |
| Learning Network fee (all students)   | \$6.25  |
| Technology fee (all students)   | \$11.25   |
| Health services fee (on-campus students only)                                 | \$4.50  |
| Jayhawk book bundle (all students – students may individually opt-out)        | \$23.25   |
| Laboratory/studio fees (specified courses)                                    | Varies \$10-\$250                               |

The PEP grant will be applied to the student's bill and be subtracted from the total amount owed. The amount will be updated annually to reflect the current academic year's tuition and fee schedule.

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 for any District student who chooses to enroll in a course. If the District elects to do so, this contribution shall be remitted by the District to the College within 15 days of the start of the applicable semester or term. The remaining tuition amount will be the responsibility of the student/parent(s).

The District and the College agree that the District reserves the right to modify the amount of any District contribution at its sole discretion, without the consent of the College, and without the necessity of amending this Agreement. To the extent the District modifies any such contribution for a particular to student, it shall do so prior to the start of the applicable semester or term and shall promptly notify the College and the student of this decision. This notification shall further advise the student that the cost of any tuition for any course not paid for by the District will be the responsibility of the student/parent(s).

Unless covered by grant funds, the student shall be responsible for all other fees charged by the College and for all costs associated with textbooks and other curriculum materials.

Students may drop the course prior to the first day of classes without penalty. If students drop the course once classes have begun, payment of tuition and fees shall be owed according to the following schedule:

| Semester/Session                            | Tuition Liability | Reduction of Tuition Charges | Reduction of Fees |
|---|-------------------|------------------------------|-------------------|
| Prior to the 1 <sup>st</sup> day of classes | 0%                | 100%                         | 100%              |
| 1 <sup>st</sup> week of semester            | 25%               | 75%                          | 0%                |
| 2 <sup>nd</sup> week of semester            | 50%               | 50%                          | 0%                |
| 3 <sup>rd</sup> week of semester            | 75%               | 25%                          | 0%                |
| 4 <sup>th</sup> week of semester            | 100%              | 0%                           | 0%                |

- b. *Term of Agreement.* The term of this Agreement shall commence on January 1, 2024, through August 15, 2024.
- c. *Liability.* The College 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 College, its agents or employees. The obligations and responsibilities imposed on the College 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 College is entitled under law.

The District agrees to indemnify, defend and hold harmless the College, 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. 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.

- 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 and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

- 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.* The College and the District shall have the right to terminate the Agreement for convenience with a 90 day advance written notice if it determines termination to be in its best interest. If courses have already commenced when the notice of termination is provided, the College and District agree that students shall be permitted to complete any course that has commenced.
- 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 College's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District.
- i. *Choice of Law and Venue.* All actions, proceedings, or disputes arising between the Parties shall be governed by the laws of New York and shall be filed, tried and litigated exclusively in the State Courts or Federal courts having jurisdiction over Chautauqua County, New York .
- 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  
6820 Market Street  
Russell, PA 16345  
ATTN: Superintendent

Jamestown Community College  
525 Falconer Street  
Jamestown, NY 14701  
ATTN: President

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

**ATTEST:**

**WARREN COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Secretary, Board of School Directors

\_\_\_\_\_  
President, Board of School Directors

**JAMESTOWN COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
Michael Martello  
Vice-President, Administration