

DUAL-ENROLLMENT AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2009 by and between CLARION UNIVERSITY OF PENNSYLVANIA, (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") (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; 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: The Literary Experience, Comparative Politics, Humans and Culture, Writing for Media, Introduction to World Music, and Meteorology. 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.

- .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 II.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 \$485 per 3 credit course (approximately \$162 per credit hour). As with its other dual enrollment programs, the District, unless required to do otherwise by law, will contribute \$160 per credit hour of tuition assistance for any District student who chooses to enroll in the program, with said District Contribution being paid directly to the parents of the student or the student (dependent upon the circumstances). The District's contribution shall be made with grant funds if grant funds are available. In the event that grant funds are not available to the District, the District's contribution shall be made with non-grant funds. The remaining tuition amount, after the \$160 per credit District contribution is 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 Clarion University within three (3) weeks of the start of any course in which the student is enrolled. 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. *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 effective date assigned by the Contracting Officer until **June 30, 2009**.
- 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 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:

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. William Williams, Clarion University
Mary Hollis, Clarion University

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.

V. TERMS AND CONDITIONS FOR CONTRACTS WHERE UNIVERSITY IS RECEIVING MONEY AND/OR PERFORMING SERVICES

the 1. **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 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.

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2. **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(g) 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.

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 and the District have the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice:

(i) **Termination for Convenience.** During the term of this Agreement, the University and the District shall have the right to terminate the Agreement 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. In the event the University terminates the Agreement for its convenience, the student/parent and District shall be entitled to a pro rated refund for services that have been paid for but not yet performed by the University.

(ii) **Termination for Cause.** During the term of this Agreement, the University and the District shall have the right to terminate the Agreement upon written notice of default as to any of the terms contained in the Agreement between the Parties or by law. If it is later determined that the University or the District erred in terminating the Agreement for cause, then, at the University's or District's discretion, the Agreement shall be deemed to have been terminated for convenience under subparagraph (i).

7. 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.

8. 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

Clarion University of Pennsylvania
840 Wood Street
Clarion, PA 16214
ATTN: President

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

ATTEST: (SEAL)

Secretary

<p>CONTRACT EFFECTIVE DATE</p>

WARREN COUNTY SCHOOL DISTRICT

_____(SEAL)
By: President, Board of School Directors

CLARION UNIVERSITY OF PENNSYLVANIA

W. Paul Bylaska, Vice President for Finance &
Administration

Approved As To Form And Legality:

University Legal Counsel