

DUAL-ENROLLMENT AGREEMENT

{tc \l 2 "CONTRACT AGREEMENT "}

THIS AGREEMENT, is made this _____ day of _____, 2009 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 185 Hospital Drive, Warren PA, 16365 (hereinafter "District"). (Federal I.D. #25-1157816).

BACKGROUND

WHEREAS, the College is an educational institution that is authorized and approved to provide dual enrollment courses in the area of vocational education and is desirous of providing such an educational experience to District students; and

WHEREAS, the District is desirous of establishing a relationship with the College whereby its students may receive vocational educational experience at the college level, 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 COLLEGE

- a. *Selection of Students.* The College 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 for enrollment in the class. Students who do not provide appropriate documentation by the date designated by the College will not be enrolled in the class.
- b. *Education of Students.* The University agrees to offer the following classes: Accounting Fundamentals, Micro Computer Applications, and Engineering Drawing/AutoCAD. 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.
- c. *Authorization to Operate and Control Over Education:* The College certifies that it has obtained all necessary approvals to enable the College to offer dual

enrollment courses in accordance with this Agreement. The College shall assume full responsibility for the classroom education of the students and for the administration of the program, 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. College personnel will make a classroom visit for the purpose of evaluating the teaching process, which will include review of student evaluations.

- d. *Provision of Materials.* The College agrees to provide access to the required text materials for all students, with said text materials being paid for at the students'/parents sole expense. The College, at its sole expense, 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.
- e. *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 be enrolled at the District's Career Center 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.

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 C average in the dual enrollment courses in which the student is enrolled.

- f. *The College will assure that courses are non-remedial.* The courses provided shall represent core academic subjects as defined by the No Child Left behind Act of 2001. The courses, as offered to dual enrollment students, shall be identical to those offered when dual enrollment students are not enrolled, and the College shall use identical curriculum, assessments and instructional materials. The courses shall enforce prerequisite coursework requirements identical to those enforced for the courses when dual enrollment students are not enrolled.
- g. *Clearances.* The College 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 College 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 College and that will have direct contact with students of the District.

- h. *FSA fee.* The Faculty Student Association (FSA) fee is waived by the College for all students. Accordingly, students have no free or reduced access to College gymnasium facilities and FSA events.
- i. *Use of College Library.* Students may obtain access to the College Library. Students are expected to follow the same guidelines for Library use as on-campus students. Students wishing remote electronic access to the College Library and/or access to on-campus computer labs must pay the per-credit-hour College technology fee. This access will be established at the request of an instructor on a course-by-course basis.

III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT II.DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. *Transportation.* The District, as necessary and at the District's cost, shall provide transportation in District owned vehicles to and from the classroom facilities for enrolled students. Students shall also have the option of transporting themselves to and from the classroom facilities in non-District/private owned vehicles. In the event a student exercises this option, the student will not be reimbursed for any transportation costs by the District.
- b. *Student Records.* The District and 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 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.
- d. *Release Time.* The School District agrees to provide 1.5 days of release time for each program instructor per year for the purpose of program review and evaluation and discipline-specific issues and exploration workshops.
- e. *Facilities.* The District will provide classroom space to accommodate the courses encompassed by the terms of this Agreement.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The Parties agree that the College will determine class enrollment limits, and that enrollment will be contingent in individual classes based upon the space available.
- b. *Compensation.* Student tuition shall be \$50 per credit hour, with increased fees being associated with any course that contains a laboratory component. As with its similar programs, the District, unless required to do otherwise by law, will contribute either \$160 per credit hour or the actual cost per credit hour (whichever is less) 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 Parties understand and agree that said District Contribution is contingent upon a student's voluntary choice to enroll in the program. The Parties further understand and agree that, if a student chooses to enroll in the College'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 the College 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 College. 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 College, 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 College's withdrawal policies and tuition reimbursement policies will be in effect and shall govern all classes covered by this Agreement

- c. *Term of Agreement.* The term of this Agreement shall be from the effective date assigned by the Contracting Officer until **June 30, 2010**.
- d. *Student Credit.* The District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements. The College will award postsecondary credit to students who successfully complete courses taken as a part of this Agreement. The College will transcript credit in a manner similar to other students who take a course at the institution. If a dual enrollment student becomes a regularly enrolled student at the College following graduation from secondary school, the College 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.
- e. *Promotional Materials.* Both the College 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.
- f. *Committee Members.* The Dual Enrollment Committee appointed for the term of this Agreement in accordance with 24 P.S. 16-1612-B, 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
_____, Jamestown Community College Faculty Member
_____, Jamestown Community College _____

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 College shall be entitled to select a new member without the need to amend to this Agreement.

g. *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 part of the College, its agents or employees while performing in accordance with this Agreement. 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 while performing in accordance with this Agreement. 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 limitation of liability to which the District is entitled under law.

h. *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(f) 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.

i. *Applicable Law.* This Agreement 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.

- j. *Independent Contractor.* In performing the services required by the Agreement, 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 Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- k. *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.
- l. *Termination of Agreement.* The College and the District have the right to terminate the Agreement 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).
- m. *Termination of Class Offering.* Without terminating this Agreement, the College 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 College shall not be entitled to any compensation for said course.

n.. *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.

o. *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.

p. *Choice of Law and Venue.* All actions, proceedings, or disputes arising between the Parties shall be governed by the laws of Pennsylvania and shall be filed, tried and litigated exclusively in the State Courts, Federal courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania.

q. *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

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

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

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

**CONTRACT
EFFECTIVE DATE**

JAMESTOWN COMMUNITY COLLEGE

By:
Approved As To Form And Legality:

College Legal Counsel

