

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

DUAL-ENROLLMENT AGREEMENT
WITH
WARREN COUNTY SCHOOL DISTRICT
2020-2021

THIS AGREEMENT, is made this ____th day of _____, 2020 by and between Northern Pennsylvania Regional College, (hereinafter referred to as “NPRC”) a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the WARREN COUNTY SCHOOL DISTRICT, located at 6820 Market Street, Russell, PA 16345 (herein after referred to as “District” or “Paying Party”) (Federal I.D. #25-1157816).

BACKGROUND

WHEREAS, NPRC 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 NPRC 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 NPRC

- a. *Selection of Students.* NPRC shall have the final responsibility for the selection of qualified students to participate in all classes. Selected students must have the appropriate educational experience. Students may be asked to provide appropriate documentation demonstrating that they meet the qualifications to participate. Students who do not provide appropriate documentation by the date designated by NPRC will not be enrolled in the class.
- b. *Education of Students.* NPRC agrees to offer the following classes during the fall semester of 2020 and spring semester of 2021:

ACC 120: Accounting I

ACC 125: Accounting II

BIO 105: Environmental Biology

BIO 110: Human Biology
BIO 111: Human Biology Lab
BUS 105: Business Foundations
BUS 220: Principles of Marketing
BUS 230: Principles of Management
CIS 150: Business Technology I
CIS 250: Business Technology II
CRJ 110: Introduction to Criminal Justice
CRJ 200: Corrections
CRJ 225: Criminology
CRJ 235: Criminal Law and Procedure
CRJ 260: Substantive Criminal Law
ECE 110: Introduction to Early Childhood Education
ECE 118: Family Involvement and Collaboration
ECE 120: Instructional and Classroom Design for Early Childhood Curricula
ECE 200: Creative and Expressive Arts
ECE 214: Quality Care Environments for Infants and Toddlers
ECE 216: Social and Emotional Growth of Infants and Toddlers
ECE 224: Concepts and Methods: Mathematical and Scientific Thinking
ECE 228: Integrated Curriculum for Early Childhood Education
ECE 232: Child Development: Ages 5-10
ECE 234: Toddler Physical and Cognitive Development: 12 to 36 months
ECS 245: Meeting Learning Needs for Children with Exceptionalities
ECN 220: Microeconomics
ECN 225: Macroeconomics
ENG 110*: Writing I
ENG 115: Writing II
ENG 150: Essential Business and Industry Communication
ENG 210: Business and Professional Communication
FIN 105: Humanities Through the Arts
FIN 110: Music Appreciation
HST 110: History Without Borders
IND 100: Industrial Safety
IND 115: Metrology and Measuring Instruments
IND 120: Fundamentals of Electricity and Electronics
IND 140: Hydraulics and Pneumatics
IMT 105: Process Technology
MTH 120**: Fundamentals of Math
MTH 130***: College Algebra
MTH 150**: Applied Math
PHL 110: Introduction to Philosophy
PHY 150: Applied Physics
PHY 151: Applied Physics Lab
POL 110: US Government and Politics
PSY 110: Introduction to Psychology
PSY 210: Human Development
REL 110: World Religions
SOC 110: Introduction to Sociology

SPC 105: Interpersonal Communication
SPC 110: Public Speaking
SWK 105: Introduction to Social Work
SWK 205: Human Behavior and the Social Environment I
SWK 230: Human Diversity

*Two corequisite courses (one in reading and one in writing) are required for this class for students whose HS GPA falls below 3.25. To waive the corequisite requirement, students may request free administration of the Next-Generation Accuplacer exam. Students whose scaled reading score is 248 or higher may request exemption from ENG 090 College Reading and Success Strategies; those whose scaled writing score is 254 or higher may request exemption from ENG 099 College Writing and Success Strategies.

**One co-requisite support course in math is required for these courses for students whose HS GPA falls below 3.25. To waive the corequisite requirement, students may request free administration of the Next-Generation Accuplacer exam. Students whose scaled arithmetic score is 250 or higher and whose scaled quantitative reasoning score is 255 or higher may request exemption from MTH 090 Math and College Reasoning Strategies.

***One co-requisite support course in math is required for these courses for students whose ACT math score is less than 19 or SAT-1 Quantitative score is less than 510.

The list above is subject to change. Some of the courses listed require prerequisite courses which students may or may not have completed. Additional courses that become available during the semester may also be offered to the students upon the mutual agreement of the Parties hereto. Courses that are low-enrolled may be cancelled at the discretion of NPRC.

NPRC shall assume full responsibility for the classroom education of its students. NPRC 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 NPRC policies detailed in the current Catalog.

- c. *Provision of Materials.* NPRC 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.* Students must be high school juniors or seniors, and making satisfactory progress toward fulfilling applicable school graduation requirements, as determined by the District based on credits earned. Students must have a minimum grade point average of 2.5 for eligibility. All students must have the recommendation of the high school principal and/or counselor.

NPRC staff review transcripts to determine eligibility. In order to remain in this program, the student must maintain a minimum high school grade point average of 2.5. The student also must earn a minimum of C in each completed dual enrollment course.

NPRC 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, NPRC 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 NPRC.

- e. *No Remedial Courses.* Dual enrollment students are subject to the same placement standards as all other students as provided by the NPRC Catalog. Courses offered to dual enrollment students are identical to those offered to regularly matriculated students. Required prerequisite coursework requirements are identical to those enforced for courses when dual enrollment students are not enrolled. Co-requisite support courses are provided for ENG 110 and MTH 120 (see II.b for details).
- f. *Direct Contact with Children.* NPRC shall provide proof of compliance with all applicable requirements of 24 P.S. § 1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq. and 23 Pa.C.S.A. §6301, et. seq. for any NPRC employee who will have direct contact with children.

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 NPRC.
- 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 NPRC 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.* Tuition shall be \$60 per credit hour (\$180 per 3-credit course). As with the District's other dual enrollment programs that meet all 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 NPRC 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 the 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 NPRC, and without the necessity of amending this Agreement.

The Parties understanding and agree that said District Contribution is contingent upon a student's voluntary choice and the circumstances under which tuition reimbursement is afforded when a student withdraws from a course, NPRC's withdrawal policies and tuition reimbursement policies will be in effect and shall govern all classes covered by this Agreement. In the event NPRC 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 NPRC.

- c. *Textbook Charges.* Textbook costs will be the responsibility of the student/parent(s).
- d. *Term of Agreement.* The term of this Agreement shall be from July 1, 2020, through June 30, 2021.
- 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.

NPRC will award postsecondary credit, not to exceed 30 postsecondary credits in any academic year, to students who successfully complete courses identified in this Agreement as identified above. NPRC will transcript this credit in the same manner other students who take a course at this institution. If a dual enrollment student becomes a regularly enrolled student at NPRC following graduation from secondary school, NPRC 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 NPRC 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:
 - Mr. Glenn Smith, District Principal
 - Ms. Ericka Alm, District Principal
 - Mr. Eric Mineweaser, Director of Curriculum, Instruction and Assessment
 - Ms. Jennifer Dilks, Academic Coach
 - Ms. Lynette Swab, District Parent
 - Ms. Donna Zariczny, District Board President
 - Ms. Melinda Saunders, Dean of Curriculum and Instruction, Northern Pennsylvania Regional College
 - Ms. Lori McNeal, Registrar, Northern Pennsylvania Regional College

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

- h. *Termination of Class Offering.* Without terminating this Agreement, NPRC 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 NPRC 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
6820 Market Street
Russell, PA 16345
ATTN : Superintendent

Northern Pennsylvania Regional College
300 2nd Avenue, Suite 5
Warren, PA 16365
ATTN: Melinda Saunders
Dean of Curriculum and Instruction

V. **TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC 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 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 NPRC 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, 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. **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.** NPRC 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. NPRC or District shall have the right to terminate the Contract for its convenience if it determined termination to be in its best interest. NPRC shall be paid for work satisfactorily completed prior to the effective date of the termination.
- (b) Termination for Cause. NPRC 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 NPRC or District erred in terminating the Contract for cause, then, at NPRC'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, NPRC and District agree to complete all course offerings for the semester in which notice is given, and NPRC 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 the Agreement as of the date previously indicated.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

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

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Ray Pring, Vice President
Finance & Administration