

DUAL CREDIT AFFILIATION AGREEMENT

Mercyhurst University

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature (the “Effective Date”) by and between Mercyhurst University (“University” or College), and Wattsburg Area School District (“School District”).

WHEREAS, Mercyhurst University offers dual credit coursework (the “Program”) to certain qualified high school students and School District desires to make the Program available to its students; and

WHEREAS, For any dual credit programs, Pennsylvania law requires school entities to enter into agreements with institutions of higher education and this agreement outlines the requirements required under **24 Pa. Stat. § 15-1525**

WHEREAS, the parties desire to define their roles and responsibilities with respect to the Program consistent with Pennsylvania law.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Term and Termination.

- (a) **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods.
- (b) **Termination of Agreement.** This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided, however, that any student already enrolled and participating in dual credit coursework as of the effective date of termination shall be permitted to complete their then-current coursework.

2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program:

- (a) Students who are currently in their 11th or 12th grade year of high school are eligible to enroll in the Program.
- (b) The student must submit an enrollment form to Mercyhurst, and designate the course(s) that they plan to enroll.
- (c) Deadlines for Program applications are August 15 for fall semester, December 15 for spring semester, and May 15 for summer session.
- (d) Exceptions for underclass students are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high school transcript and a letter or recommendation from the School District.
- (b) Students who have graduated from high school are not eligible for the Program.

- (c) Any student enrolled in the Program must be making satisfactory progress toward fulfilling secondary school graduation requirements and have been approved for University-level coursework as determined by the School District and approved by the University.
- (d) Students in the Program must maintain a minimum cumulative grade point average of 2.0 in each University course in which the student is enrolled.

3. Courses Offered

- (a) The University will share the list of courses eligible for the Program with the School District.
- (b) Whenever possible, University courses are aligned to the student's high school graduation requirements, the requirements of a career and technical education (CTE) program offered by the School District, or a career pathway offered by the School District.
- (c) University courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students except as outlined in School District policy.
- (d) Courses may be offered in person, online or as a combination of in person and online.
- (e) Credits earned by students enrolled in the Program shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at the University, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a University transcript which shall be available to any student enrolled in the Program. Course descriptions are publicly available in the University Bulletin which is accessible through the University's Registrar's website.
- (f) The courses will be non-remedial.

4. Program Instruction

- (a) Program courses will be taught by instructors hired and approved by the University. Program courses may be taught on a University campus or at a School District location, as determined by the University and the School District.
- (b) In compliance with Pennsylvania Child Protective Services Law and University policy, the University will confirm that faculty who teach classes in which dual-enrolled students under the age of 18 are registered; are required to have the following three clearances: Pennsylvania State Police Criminal Background Check (SP4-164), Pennsylvania Child Abuse History Clearance Form (CY-113), and Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed University mandatory reporter training as required by University policy in effect from time to time.

5. Course registration process and deadlines

- (a) Students in the Program may schedule up to eight (8) credits in each of the fall and spring semesters or in the summer between their junior or senior year.
- (b) The School District and the University must both approve each student's course selection prior

to enrollment for any student seeking participation in the Program.

- (c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.
- (d) The University will award postsecondary credits to students who successfully complete courses in the Program. The University will apply these credits in the same manner as for other regularly enrolled University students.
- (e) If a Program student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled postsecondary student who took the courses.

6. Communication of Program

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 outlined in this agreement to parents and students.

7. Additional Administrative Responsibilities

(a) Data Sharing

1. The Family Educational Rights and Privacy Act of 1972 (“FERPA”), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between the University and the School District without the need for signed releases from students or parents.
2. The Registrar’s Office at the University campus will provide information on the following items to the School District:
 - The names of students enrolled in dual enrollment.
 - Courses that were taken by each student.
 - Grades earned by the student
3. The University will notify the School District of any mid-semester progress reports that indicate that a dual credit student is in risk of failing a course.

(b) Program Costs

1. The cost of the Program will be billed at the University’s published Dual Enrollment tuition rate, currently set at \$100 per academic credit, or at \$139 per month for those students who enroll in course work through the Accelerated Scholars Program.
2. The University will directly bill the student/parents for the Program student’s tuition and fee costs.
3. Students are responsible for their own transportation to and from the University.

8. Disability Services. Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled University students.

- (a) Students are responsible for contacting the University's Office of Student Disability Resources ("SDR") to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
- (b) Accommodations provided by the University may not be the same as those contained in the student's Individualized Education Program and 504 program processes receive at their secondary institution.
- (c) School District may work in collaboration with SDR in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with SDR upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

9. Non-Discrimination

The University and School District agree that, in performing their obligations pursuant to this Agreement, to provide a safe academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

10. Miscellaneous Provisions

- (a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of University. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. University and School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.
- (b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.
- (c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

UNIVERSITY:

Mercyhurst University
Office of Academic Affairs
501 E. 38th Street
Erie, PA 16546

SCHOOL DISTRICT:

Wattsburg Area School District
10782 Wattsburg Road
Erie, PA 16509

- (a) Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties.
- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.
- (c) Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.
- (d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- (e) Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

For the School District:

Dr. Kenneth A. Berlin
Superintendent

Date

Mr. Keith Miller
High School Principal

Date

For the University:

Joanne Hosey-McGurk
Vice President for Academic Affairs

Date

Dr. Kathleen Getz
President

Date

For Review