

**Memorandum of Agreement
Dual Enrollment Programs**

**PITTSBURGH TECHNICAL COLLEGE
AND
WEST ALLEGHENY SCHOOL DISTRICT'S
EARLY COLLEGE IN HIGH SCHOOL ACADEMY and CONCURRENT PROGRAMS**

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Pittsburgh Technical College, hereinafter referred to as "PTC" or "the College", and the West Allegheny School District, hereinafter referred to as "the District", in order to provide high school students with an opportunity to take college courses and earn college credits before their high school graduation, in pursuit of a Pittsburgh Technical College ("PTC") certificate or degree in the nursing, health sciences, trades, robotics, and culinary programs, hereinafter referred to as "the Program".

WHEREAS, PTC has developed certain educational programs through which it is able to make courses available to high schools and their students; and

WHEREAS, the District desires to make PTC's courses available to its students on the terms set forth in this Agreement.

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, PTC and the District agree as follows:

1. PTC Dual Enrollment Programs

The Program includes both Early College in High School Academy (ECIHSA) options (offered at PTC) and Concurrent options (offered at the high school).

Early College in High School Academy:

- A. All PTC Dual Enrollment Courses, hereinafter "DE courses", will be administered by PTC faculty at PTC's North Fayette campus or on-line.
- B. District students will be taking classes with currently enrolled PTC students.
- C. Participation in the Program is contingent on classroom space availability.
- D. Participation and continuation in the Program is contingent upon students abiding by the PTC Student Code of Conduct.

Both Early College in High School Academy and Concurrent Courses:

- E. Students who participate in the Program will earn credits that are transferable to specific programs at PTC. The attached addendum shows the Concurrent and Early College in High School Academy's PTC courses available to eligible students.

- F. All Concurrent/ECIHSA Courses will be credit hour courses which meet PTC's academic standards and approved curriculum.
- G. Continuation in the Program each term requires re-approval from a WASD high school administrator and a parent or guardian.
- H. Credit hours and grades earned in DE courses will become part of the enrolled student's official academic record at PTC and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at PTC.

2. Enrollment in PTC Concurrent/Early College in High School Academy Courses

- A. In order to be eligible to enroll in a DE course, students must:
 - 1. Register for the Concurrent/ECIHSA course. The District will submit the form to PTC; and
 - 2. Have demonstrated College Readiness as determined by PTC; and
 - 3. Meet all pre-requisites, placement and admission requirements established by PTC for the course; and
 - 4. Have a 2.0 cumulative GPA and have the approval for participation in the Program from a high school administrator.
- B. Students enrolled in ECIHSA programs that are not open admission programs at PTC may be required to fulfill additional requirements established by PTC and programmatic accreditors for admission to the PTC program after high school graduation. This would include, but may not be limited to, admission to:
 - PTC nursing programs, which must follow admission criteria established by the Pennsylvania State Board of Nursing
 - Bachelor's degree programs
- C. Please see the PDF document "Pittsburgh Technical College Dual Enrollment Registration Timeline" for PTC's registration deadlines for the school year. Dual Enrollment students will not be permitted to enroll in any options after the registration dates to ensure that students are properly enrolled and are able to be provided with any necessary resources in preparation for the class start.

3. General Duties and Responsibilities of the District

- A. For ECIHSA students, provide transportation to PTC by District bus and/or student vehicle.
- B. Identify students for potential enrollment in DE Courses and direct and assist such students to complete PTC's admission and applicable registration forms.
- C. Provide students with information regarding the availability of The Program and facilitate enrollment in such classes as part of its students' schedule and schedule-building process.
- D. Work cooperatively with PTC to provide interested students with information regarding continuation of PTC's program after high school graduation toward degree completion.

- E. Notify PTC of necessary accommodations for students with disabilities enrolled in each DE courses, in accordance with applicable law, and provide the instructor with appropriate notice of the accommodations to be implemented.
- F. Work cooperatively with PTC on a case-by-case basis to identify and support students who are at risk of not completing the program.
- G. Permit credit hours earned by students in DE Courses to be counted towards high school graduation requirements and/or other appropriate designations.
- H. Immediately notify the PTC Registrar of ECIHSA or Concurrent students who do not desire to complete or are unable to complete their Dual Enrollment course(s). These students will be withdrawn from their course(s) by PTC, and this withdrawal will be reflected on their PTC transcript.
- I. For Concurrent courses, a PTC Grade Submit Form must be completed, signed, and submitted to the PTC Registrar for each Concurrent student so that PTC can create transcripts for the students should they need to request them at a future time. The Grade Submit Form must be accompanied by documentation showing the assignments and scores/grades used to determine the final grade. The Grade Submit Forms and documentation should be sent to the PTC Registrar within 10 business days of students completing the Concurrent course.
- J. Immediately notify PTC of any complaints involving PTC employees, or of any other situation or event involving a School student or DE Course instructor which poses a threat of illness or injury to any individual.

3. General Responsibilities of PTC

Early College in High School Academy:

- A. Provide students with job shadow/field trip experiences to expose them to the clinical environments and acclimate them to the industry expectations prior to taking clinical courses.
- B. Allow students participating in the program and attending classes at PTC to participate in PTC student organizations and activities.
- C. Register School students for DE Courses who complete PTC's Application for Admission and registration processes.
- D. Provide enrolled students with access to services generally available to other PTC students, including a PTC student identification card and access to and usage of PTC's academic support services and student services.

- E. Receive and process requests for and provide necessary accommodations to students with disabilities enrolled in each DE courses, in accordance with applicable law, and provide the instructor with appropriate notice of the accommodations to be implemented.
- F. Provide student progress reports in the manner and form agreed upon by PTC and the District.
- G. Notify the District of student attendance violations and/or behavior violations and work cooperatively with the District to rectify and remediate.
- H. Provide the District with informational literature and pricing information for DE Courses and participate in District informational sessions as necessary.
- I. Assist students to identify and make application for scholarship or sponsorship programs that may pay for or offset the costs of tuition for DE Courses.
- J. Identify PTC staff who will assist in the coordination and implementation of DE Courses, including but not limited to arranging for any required placement testing, completing the admissions process, and academic advising.
- K. Verify and confirm to the District that PTC employees who are assigned to teach DE Courses have obtained all criminal record and child abuse clearances required under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23 Pa. C.S.A. § 5344(a.1)(2), and that all individuals assigned to such classes are not precluded from serving in such assignment under applicable law based on the results of such background checks and clearances.

Both Early College in High School Academy and Concurrent Courses:

- L. Provide enrolled students with a grade for each DE Course completed and maintain such grade as part of the student's official PTC academic record.
- M. Provide official PTC transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities.

4. General Responsibility of District Students

- A. Students participating in the program will attend an orientation session with a parent or guardian conducted at the high school and hosted by both a WASD district and/or high school administrator and PTC representative. The session will provide information on the processes, expectations, and resources associated with the Program and a forum to have all questions answered.
- B. Once accepted and registered in the Program, ECIHSA students will adhere to, and abide by, all institutional policies and procedures as documented in the PTC Student Code of Conduct regarding attending class, withdrawing from class, and following student discipline standards.

- C. Once enrolled in the Program, ECIHSA continuation is contingent upon the student maintaining a 2.0 GPA, 85% attendance, and compliance with the PTC Student Code of Conduct. Exceptions to GPA and attendance requirements will be granted at the sole discretion of the District.

5. Tuition and Fees

- A. Applicants and/or WASD will be responsible for a tuition charge of \$100.00 per credit plus books and supplies for all Early College in High School Academy courses and \$250 *per course* for all Concurrent courses.
- B. The District will, at its sole discretion, pay partial or full tuition if financial need is demonstrated and/or the student qualifies under the designation of historically underserved. In such event, PTC will invoice the District directly for such payments, based on the number of students enrolled and number of credit hours for which such students are registered.
- C. Materials associated with the Program, including but not limited to, books, uniforms, and laptop will be the responsibility of the parent or guardian. The District will, at its sole discretion, provide partial or full cost support for associated materials if financial need is demonstrated and/or the student qualifies under the designation of historically underserved.
- D. PTC will invoice student's parent or guardian directly for all tuition and fees due hereunder unless otherwise directed by the District.
- E. Withdrawals and tuition refunds will be subject to and governed by PTC's established policies and procedures. The District will reasonably assist PTC to distribute and provide notice to students regarding PTC's withdrawal and refund policies and procedures.
- F. The PTC quarterly fee will not be charged during the dual enrollment component of the ECIHSA program. Students enrolled in the PTC program after high school graduation for completion of the program will be subject to full tuition charges and quarterly fees.
- G. The Early College in High School Program Degree Completion Plan includes courses that are taken at PTC after high school graduation. Students will be charged the PTC program tuition per credit charge and quarterly fees after high school graduation.

6. Term; Termination

This Memorandum of Agreement will commence as of the date executed by each of the parties and will continue until terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, upon one year written notice to the other party; provided, however, that such termination will not take effect until after any dual enrollment courses that are already in progress have been completed.

7. Relationship of the Parties

The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither party shall have the authority to contract for or bind the other in any manner, other than as may be strictly delineated within this Agreement.

8. Compliance with Laws

Each party represents and warrants to the other that it shall at all times comply with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.

9. Indemnification and Hold Harmless

Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of the party from whom indemnification is sought hereunder. To the fullest extent permitted by law, each party, for itself, its agents and employees, expressly waives any and all immunity or damage limitation provisions available under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law otherwise would bar or limit the amount recoverable by the other party, or its agents and employees, under this indemnity provision.

10. Consequential Damages; Force Majeure

Neither party shall be liable to the other for any consequential, special or incidental damages arising out of a breach of or failure to perform this Agreement. Neither party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, or any similar extreme causes beyond the reasonable control of such party.

11. Ownership of Materials

Curriculum taught in the DE Courses shall not be used, copied or distributed by School without the prior written permission of PTC.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

13. Entire Agreement; Non-Assignment

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the parties with respect thereto. Neither party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of the other party. In the event of any conflict between the terms of this Agreement and any exhibit or attachment incorporated herein, the terms of this Agreement shall govern.

14. Modification; Counterparts

This Agreement may not be amended, revised or modified except in a writing duly executed by each of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized signatures as of the date written below.

WEST ALLEGHENY SCHOOL DISTRICT

_____ **Date:** _____
Authorized Signature

Print Name: _____

Title: _____

PITTSBURGH TECHNICAL COLLEGE

_____ **Date:** _____
Authorized Signature

Print Name: _____

Title: _____