

**MEMORANDUM OF AGREEMENT
COLLEGE IN HIGH SCHOOL PROGRAMS**

This MEMORANDUM OF AGREEMENT (hereinafter “Agreement”) is made and entered into by and between the Community College of Allegheny County, with a principal business office located at 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter referred to as “CCAC” or “the College”), and the school district, career and technical center, or non-profit community based organization with an educational mission identified on the signature page below (hereinafter referred to as the “School”). The effective date of this Agreement is August 1, 2023

WHEREAS, CCAC has developed certain educational programs through which it is able to make courses available to secondary schools and other educational organizations and their students; and

WHEREAS, School desires to make CCAC’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, CCAC and School agree as follows:

1. CCAC College in High School (CIHS) Programs.

CCAC will make college in high school courses, courses taught by CCAC faculty regardless of location, available to the School’s students (hereinafter “CIHS Courses”).

A. All CIHS Courses will be credit hour courses that meet CCAC’s academic standards and approved curriculum.

B. In order to be eligible to enroll in a CIHS course, students must:

(1) Have their parents or legal guardians sign the CCAC application forms and related enrollment documents available on-line; and

(2) Meet all pre-requisites, placement and admission requirements established by CCAC for the course.

C. Credit hours and grades earned in CIHS courses will become part of the enrolled student’s official academic record at CCAC, and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at CCAC. Although CCAC maintains articulation agreements with a number of four-year, degree-granting colleges and universities, CCAC cannot guarantee that credits earned in the CIHS program will be accepted for transfer by all colleges, universities or institutions.

2. General Duties and Responsibilities of the School.

- A. Identify students for potential enrollment in CIHS Courses and direct and assist such students to complete CCAC's on-line Application for Admission and applicable registration forms.
- B. Work cooperatively with CCAC to provide interested students with information regarding the transferability of credits earned in CIHS Courses, and how to obtain confirmation of transferability from the specific institutions in which the student has interest.
- C. Permit credit hours earned by students in CIHS Courses to be counted towards the School's graduation requirements and/or other appropriate designations.

3. Duties and Responsibilities of the School for CIHS Courses Taught in School's Facilities.

- A. With respect to CIHS Courses taught in the School's facilities by teachers employed by the School, "Concurrent Enrollment Classes", the School, in addition to the responsibilities described in Paragraph 2 above, will also be responsible for the following:
 - 1. Provide students with information regarding the availability of Concurrent Enrollment Classes, and facilitate enrollment in such classes as part of its students' schedule and schedule-building process.
 - 2. Ensure that under no circumstances will students who are not enrolled in the subject CCAC course be allowed to sit in, participate, observe, and/or be present in the same classroom for which instruction is being delivered for CCAC credit.
 - 3. Work cooperatively with CCAC to process paper and/or on-line course registrations, and review and confirm enrollments in each offered course.
 - 4. Provide, at no cost to CCAC, separate, dedicated and adequate classroom and/or lab space in its buildings and facilities to teach each Concurrent Enrollment Classes.
 - 5. Provide necessary instructional equipment and technology for each Concurrent Enrollment Class, as applicable and as reasonably specified by CCAC, in accordance with CCAC's course and curriculum requirements.
 - 6. Identify and recommend qualified teachers (as defined in Paragraph 9(D) below) employed by the School who are interested in serving as instructors for Concurrent Enrollment Classes.
 - 7. Identify School staff who will serve in other defined roles relating to program coordination and implementation, including but not limited to designating the specific class schedule, arranging for facilities, and completing the admissions and registration processes.

8. Promptly notify CCAC in the event that it receives notice that a short-term or long-term substitute teacher will need to be retained to replace a previously approved instructor of a Concurrent Enrollment Course, and provide qualifications of the proposed substitute instructor to CCAC for review and approval.
 9. Receive and process requests for and provide necessary accommodations to students with disabilities enrolled in each Concurrent Enrollment Class, in accordance with applicable law, and provide the instructor with appropriate notice of the accommodations to be implemented.
 10. Supervise behavior and conduct of students enrolled in each Concurrent Enrollment Class, as applicable, implement appropriate disciplinary action in accordance with the School's policies and procedures, and ensure that all instructors assigned to teach Concurrent Enrollment Classes receive notice of School procedures for reporting student conduct or behavioral issues.
 11. Provide time for students enrolled in Concurrent Enrollment Classes to either visit CCAC or attend an informational session at the School regarding CCAC's educational programs and activities, the admission and financial aid process and career opportunities.
- B. In the event that the CIHS Course is to be taught in the School's facilities by a faculty member employed by CCAC, then the School, in addition to the duties and responsibilities set forth in Section A above, shall have the following additional responsibilities:
1. Provide instruction and written notice to CCAC instructors regarding the School's attendance, behavior and conduct policies, and the process and procedures for reporting student attendance, conduct and/or behavioral issues.
- C. Provide notice and training to CCAC instructors regarding the School's emergency response, safety, evacuation and closing policies and procedures. Communicate directly with the CCAC instructor about the progress of enrolled students and relay this information, as deemed appropriate by School staff, to the parents of the enrolled students.
- D. Provide local phone service, internet access, dedicated parking areas, access to photocopying equipment and related support services for CCAC instructors at each School facility at which the CIHS Course(s) will be taught.

4. General Duties and Responsibilities of CCAC.

- A. Register School students for CIHS Courses who complete CCAC's on-line Application for Admission and registration processes.
- B. Provide enrolled students with access to services generally available to other CCAC students, including a CCAC student identification card and access to and usage of CCAC's academic support services and Student Life sponsored programs.
- C. Provide student progress reports in the manner and form agreed upon by CCAC and the School.
- D. Provide enrolled students with a grade for each CIHS Course completed and maintain such grade as part of the student's official CCAC academic record.
- E. Provide official CCAC transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities.
- F. Provide the School with informational literature and pricing information for CIHS Courses.
- G. Assist students to identify and make application for scholarship or sponsorship programs that may pay for or offset the costs of tuition for CIHS Courses.
- H. Identify CCAC staff who will assist in the coordination and implementation of CIHS Courses, including but not limited to arranging for any required placement testing, completing the admissions process, and academic advising.
- I. Verify and confirm to the School that CCAC 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.

5. Duties and Responsibilities of CCAC for CIHS Courses Taught in the School's Facilities.

With respect to CIHS Courses taught in the School's buildings and facilities, CCAC will further be responsible for the following:

- A. Select School employees who meet the requirements set forth in Paragraph 9(D) below to serve as instructors for Concurrent Enrollment Classes, including any short-term or long-term substitutes who may be required to replace a previously approved instructor.
- B. Provide necessary training, as determined in CCAC's discretion, to School employees who are selected to serve as instructors for Concurrent Enrollment Classes.
- C. Provide and/or review course curriculum, course outlines, unit tests, mid-term and/or final exams for Concurrent Enrollment Classes.
- D. Monitor and supervise Concurrent Enrollment Classes to ensure conformance to CCAC-approved curriculum and applicable accreditation standards.
- E. In the event that an enrolled student moves out of the School's service area prior to the conclusion of a Concurrent Enrollment class, withdraw the student from the course and provide a "W" grade on the student's transcript and academic record.
- F. If a CIHS Course will be taught in the School's facilities by a CCAC faculty member, identify and assign a qualified CCAC faculty member to teach the course in accordance with CCAC approved curriculum and applicable state standards.

6. Primary Contacts for CIHS Courses.

Primary contacts for each of the parties hereunder are as follows:

For CCAC

Provost

800 Allegheny Avenue

Pittsburgh, PA 15233

(412) 237-8182

For School

High School Principal
Chartiers Valley School District
50 THOUS RUN RD.
Bridgeville, PA 15017
412-429-2241

Unless otherwise designated in writing between the parties as provided herein, the parties' designated primary contacts shall also be designated to receive notices required by this Agreement, which will be deemed given when sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth above.

7. Tuition and Fees.

- A. Tuition and fees for CIHS Courses will be established and assessed on an annual basis.
- B. Unless otherwise provided under Section D below, CCAC will invoice and bill enrolled students directly for all tuition and fees due hereunder.
- C. Withdrawals and tuition refunds will be subject to and governed by CCAC's established policies and procedures. The School will reasonably assist CCAC to distribute and provide notice to students regarding CCAC's withdrawal and refund policies and procedures.
- D. The School may elect to pay the tuition required hereunder on behalf of its students. In such event, CCAC will invoice the School directly for such payments, based on the number of students enrolled and number of credit hours for which such students are registered. In the event that the School elects this option, the School will complete a Third Party Billing Form, as may be required by CCAC, and submit the form to the Student Accounts Office of the CCAC campus that is providing the course.

8. Textbooks.

CCAC reserves the right to determine and select textbooks and other instructional materials that will be required for all CIHS Courses. Required textbooks and instructional materials will be available for purchase from CCAC's retail bookstore locations and online bookstore. CCAC and School will work together in good faith to facilitate the purchase and distribution of textbooks to students who are enrolled in Concurrent Enrollment Classes. Schools can advance their books and materials for review by the College for the class(es), which can be used for Concurrent Enrollment Classes if the College's Department deems them appropriate.

9. Requirements for Instructors of Concurrent Enrollment Classes.

- A. It is acknowledged and understood that, unless otherwise agreed between the parties, members of the School's professional staff will serve as instructors for Concurrent Enrollment Classes. The instructor selected to teach a Concurrent Enrollment Class must meet the criteria set forth in subsection (D) below and agree to attend annual training and orientation sessions as may be reasonably required by CCAC. The School agrees to cooperate with CCAC to facilitate instructor attendance at necessary training, including through the provision of

release time or providing dedicated time during scheduled staff in-service or professional development days.

B. School employees who serve as instructors hereunder will be responsible for and required to comply with each of the following:

- (1) Attending scheduled orientation and training sessions;**
- (2) Following the CCAC-provided curriculum and syllabus for each course to be taught;**
- (3) Verifying class rosters and reporting student attendance and progress to CCAC in accordance with CCAC policies and procedures;**
- (4) Utilizing and administering instructional materials, tests, exams and other assessment tools provided or approved by CCAC;**
- (5) Assessing, evaluating and issuing grades for each enrolled student in accordance with CCAC's grading scale, processes and guidelines;**
- (6) Permitting CCAC personnel to monitor and observe Concurrent Enrollment Classes; and**
- (7) Participating in CCAC's instructor and course evaluation procedures.**

C. All School employees assigned to teach Concurrent Enrollment Classes will be employed solely by the School, and the School will be responsible for the payment of all wages and compensation due to its employees, subject to the following:

- (1) School employees that teach a Concurrent Enrollment Class that is scheduled during the School's normal instructional or teacher work day and/or year will be compensated according to the School's normal procedures and contractual requirements. Any additional compensation that the School elects to or is required to pay to its employees by virtue of such assignment shall be the sole responsibility of the School, and shall not be eligible for reimbursement from or payment by CCAC.**
- (2) In the event that the School and CCAC agree to schedule a Concurrent Enrollment Class outside of the School's normal instructional or teacher work day or year, the School may obtain reimbursement from CCAC for additional compensation that it elects or is required to pay to its employee to teach such course, provided that the maximum amount of reimbursement available from CCAC will not exceed CCAC's established adjunct faculty pay rate, as then in effect.**

D. The School employee selected to serve as an instructor for a Concurrent Enrollment Course must meet or exceed the same minimum hiring criteria which are applicable to adjunct faculty employed by the College in the academic department in which the Concurrent Enrollment Course(s) is to be taught.

10. Term; Termination.

This 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 forty-five (45) days written notice to the other party; provided, however, that such termination will not take effect until after any CIHS Courses that are already in progress have been completed.

A. CCAC and School each reserve the right to cancel any individual course or class section in the event of low or inadequate enrollment, provided that such determination is made prior to the first scheduled meeting date for the course or section.

11. 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.

12. 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.

13. 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.

14. 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.

15. Ownership of Materials.
Curriculum taught in the CIHS Courses shall not be used, copied or distributed by School without the prior written permission of CCAC.

16. 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.

17. 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. 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. **This Agreement supersedes any and all other dual enrollment and CIHS agreements between the parties.**

18. Modification; Counterparts.
This Agreement may not be amended, revised or modified except in a writing duly executed by each of the parties hereto.

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

SCHOOL DISTRICT/SCHOOL NAME: Chartiers Valley School District

SUPERINTENDENT OR PRINCIPAL: Julie Franczyk, Asst. Supt

SIGNATURE OF AUTHORIZED OFFICIAL: Julie Franczyk

DATE: 4-18-23

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

COLLEGE PRESIDENT OR DESIGNEE: Dr. Frank Sargent

SIGNATURE: F. A. Sargent

DATE: April 18, 2023