

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**MEMORANDUM OF AGREEMENT**

for

**DUAL ENROLLMENT**

**Between**

**The Community College of Allegheny County**

and

*PLUM BOROUGH*

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**School District or School\***

MOA Version 7  
June 16, 2017

\*Only one agreement is needed for school districts/schools with multiple locations.

## MEMORANDUM OF AGREEMENT DUAL ENROLLMENT 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”).

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 Dual Enrollment Programs.

CCAC will make dual enrollment courses available to the School’s students in the manner and formats described on Exhibit A attached hereto and made a part hereof (hereinafter “DE Courses”).

- A. All DE Courses will be credit hour courses which meet CCAC’s academic standards and approved curriculum.
- B. In order to be eligible to enroll in a DE course, students must:
  - (1) Have their parents or legal guardians sign the CCAC application forms available on-line and related enrollment documents; and
  - (2) Meet all pre-requisites, placement and admission requirements established by CCAC for the course.
- C. Credit hours and grades earned in DE 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 DE 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 DE 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 DE 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 DE Courses to be counted towards the School's graduation requirements and/or other appropriate designations.
- D. Immediately notify CCAC of any complaints involving CCAC 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.
- E. Perform other program-related responsibilities as set forth on Exhibit A.
- F. Verify and confirm to CCAC that all School employees selected to serve as instructors for Concurrent Enrollment Classes (as defined in Paragraph 3(A) below) have obtained all criminal record and child abuse clearances and background checks required under applicable law, including such clearances as are required for School employees under the Pennsylvania Public School Code.

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

- A. With respect to DE Courses taught in the School's facilities by teachers employed by the School, as described on Exhibit A ("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. Work cooperatively with CCAC to process paper and/or on-line course registrations, and review and confirm enrollments in each offered course.
  - 3. 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.

4. Verify that all students enrolled in a Concurrent Enrollment Class are enrolled in or eligible to receive Advanced Placement, Honors, International Baccalaureate and/or CCAC credit for the course.
  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 DE Course is to be taught in the School's facilities by a faculty member employed by CCAC, as described on Exhibit A, 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.
  2. Provide notice and training to CCAC instructors regarding the School's emergency response, safety, evacuation and closing policies and procedures.
  3. 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.
  4. 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 DE Course(s) will be taught.
4. General Duties and Responsibilities of CCAC.
- A. Register School students for DE 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 DE 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 DE 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 DE Courses.
  - H. Identify CCAC 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.

- I. Perform other duties and responsibilities as set forth on Exhibit A.
- J. 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 DE Courses Taught in the School's Facilities.

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

- A. Approve and/or 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 DE 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 DE Courses.

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

For CCAC

Provost/Executive Vice President for Academic and Student Affairs  
800 Allegheny Avenue  
Pittsburgh, PA 15233  
(412) 237-8182

For School District

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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 DE Courses will be established and assessed in the manner set forth on Exhibit A.
- 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 DE 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. In order to be approved by the College to teach a Concurrent Enrollment Class, the instructor 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 Cohort 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. In order to be approved to serve as an instructor for a Concurrent Enrollment Course, the School employee 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. A proposed instructor who does not meet these criteria may, alternatively, be approved by the College to teach a Concurrent Enrollment Course if the following additional requirements are met:
- (1) The proposed instructor is credentialed by College Board as an Advanced Placement (AP) course instructor;
  - (2) The proposed instructor is paired with an appropriately credentialed member of the College's faculty, who will be responsible for ensuring that the instruction meets the same assessment goals and course objectives established for courses taught by CCAC's faculty (the "CCAC Faculty Liaison");
  - (3) The proposed instructor meets with the CCAC Faculty Liaison to review course expectations, including the syllabus and course materials, in advance of the start of the course;
  - (4) The CCAC Faculty Liaison reviews the assessment plan and assessment tools for the course prior to their administration;
  - (5) The CCAC Faculty Liaison is permitted to visit the classroom, as appropriate, to undertake peer observation and/or facilitate the relationship;
  - (6) The CCAC Faculty Liaison reviews the calculation of grades in the course and submits the midterm and final grades to the College's Registrar in accordance with College practice; and
  - (7) The CCAC Faculty Liaison reviews the outcomes of student learning for the course to ensure students are performing on par with those students taking the same course at CCAC.

10. Term; Termination.

- A. 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 DE Courses that are already in progress have been completed.
- B. 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. 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.

15. Ownership of Materials.

Curriculum taught in the DE 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.

18. 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 representatives as of the date written below.

SCHOOL DISTRICT/SCHOOL NAME: PLUM BOROUGH SCHOOL DISTRICT

<sup>ACTING</sup>  
SUPERINTENDENT OR PRINCIPAL: GAIL S. YAMNITZKY

SIGNATURE OF AUTHORIZED OFFICIAL: *Gail S. Yamnitzky*

DATE: 1-30-18

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

COLLEGE PRESIDENT OR DESIGNEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
MODEL FOR  
DUAL ENROLLMENT PROGRAMS  
June, 2017

The Community College of Allegheny County's Dual Enrollment Program is designed to introduce high school students to college while they are completing their high school program of study so that they can enroll in college with one or more courses in their intended program of study. To provide the greatest flexibility for students, CCAC's model will offer Dual Enrollment in two formats: Concurrent Enrollment Classes taught in the student's high school, career/technical center, or a non-profit community based organization with an educational mission by their teachers, and Dual Enrollment classes taught by CCAC faculty members in any location (CCAC campuses or centers, online or in school/organizations' facilities).

	<b>Concurrent Enrollment Classes (Classes taught by school faculty on their site and on their schedule)</b>	<b>Dual Enrollment Classes (Classes taught by CCAC faculty regardless of location)</b>
Identification of Classes	At least two months prior to the beginning of each CCAC semester, the school staff and college staff, who work with concurrent enrollment, will confer on the classes to be scheduled and review the credentials for any of the School's teachers identified to teach the Concurrent Enrollment Classes.	For classes to be offered at a non-CCAC facility, at least two months prior to the beginning of each College semester, the School staff and college staff, who work with dual enrollment, will confer on the classes to be scheduled. Classes offered on the Campuses/Centers or online will be scheduled through the College's regular schedule building process.
Student Eligibility	Students in grades 9-12 or whose ages would place them in grades 9-12 as identified by the School and approved by CCAC.	For classes taught at the School, students in grades 9-12 as identified by the school. For classes taught at CCAC, high school juniors and seniors with a GPA of 2.0 or higher.
Class Composition	All students in the class must be registered or eligible for Advanced Placement, Honors, International Baccalaureate or CCAC credit.	If courses are offered at a non-CCAC facility, all students must be registered or eligible for Advanced Placement, Honors, International Baccalaureate or CCAC credit; classes offered at CCAC or online may include non-high school students.
Application Process	Complete CCAC's on-line Application for Admission and Registration Form.	Complete CCAC's on-line Application for Admission and a Registration Form.
Placement Testing	Students would need to take CCAC's placement test either in the School or at the College for any courses requiring placement testing.	Students would need to take CCAC's placement test for any courses requiring placement testing.
Curriculum	Generally, core transferrable	Any CCAC credit course provided

	courses such as ENG 101, ENG 102, PSY 101, SOC 101, History, Art/Music Appreciation, Math, Science OR career courses for CTE students. Developmental courses may also be offered at the request of the School.	placement scores, if applicable, and pre-requisites are met.
Faculty	Qualified School faculty members who are approved by the College.	CCAC's regular course instructors.
Faculty Compensation	Schools may provide any additional compensation. No additional compensation will be provided by the College for any courses taught during the normal school day. Compensation will be paid at the adjunct faculty rate by CCAC for courses taught during the summer and/or after the normal school day.	Paid as part of full-time faculty's regular load or overage at the College's overage rate or at the adjunct rate.
Tuition and Fees	The School or students would pay the one-time matriculation fee plus the tuition for 1 credit for courses taken during the normal school day; any lab fees associated with the course(s) could be waived.  Allegheny County schools paying for Concurrent Enrollment courses for out-of-County residents will be charged the in-County rate.  Out-of-County students personally paying the tuition and fees would pay tuition for 1 credit based on the rate charged to out-of-county residents.	College's regular course tuition and fees including the one-time matriculation fee.
Scheduling of Classes	Courses would be scheduled during the regular school day using the State's formula for scheduling community college classes. There is no minimum class size.	CCAC standard course schedule is followed OR special sections of classes can be scheduled at the School or CCAC provided there is a minimum of 10 students registered for the course.
Promotion/Recording of Classes	School would promote the class(es). CCAC will include information on Concurrent Enrollment on its website.	CCAC will promote DE classes on its website and incorporate a link to the CCAC Student Handbook for dual enrollment students.
Responding to Parent Questions	Appropriate School staff would respond to parent questions in consultation with CCAC personnel, if	College staff would respond to parent questions in consultation with School personnel, if specific

	specific information is needed.	information is needed.
Creation of the Classes	Appropriate Dean at CCAC would create the schedule for the class(es).	Classes will be included in the College's schedule of courses.
Textbooks and Instructional Materials	College identifies textbooks and instructional materials, however schools can advance their books and materials for review by the College for the class(es), which can be used if the College's Department deems them as appropriate.	College identifies textbooks and instructional materials.
Use of credits	Used as approved by the school and college credit awarded.	Used as approved by the school and college credit awarded.
Policies and Procedures	All College policies and procedures, including those regarding attendance and withdrawal are to be followed.	All College policies and procedures regarding attendance, withdrawal and code of conduct are to be followed.
Student Services and Activities	Students can participate in all student services and activities provided by the College at one of the Campuses or College Centers.	Students can participate in all student services and activities provided by the College.
Academic Support Services	With special arrangements peer tutors may be available at the School to assist students.	Students can participate in all academic support services.
Behavioral Issues	Processed through the School's regular processes.	Processed through the College's behavioral processes; case recorded in Maxient.
Agreements with Schools	Formal MOAs signed with participating Schools.	Formal MOAs signed with the Schools enrolling students through on site, campus-based or online courses.

MFA 6-6-2017

