

**Memorandum of Agreement
Dual Enrollment Programs**

**ROSEDALE TECHNICAL COLLEGE
AND
Steel Center for Career & Technology Education**

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Rosedale Technical College, hereinafter referred to as "RTC" or "the College", and Steel Center for Career & Technology Education, hereinafter referred to as "the CTE", 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 Rosedale Technical College ("RTC") degree in the HVAC Technology Program, hereinafter referred to as "the Program".

WHEREAS, RTC has developed educational programs through which it is able to make courses available to high schools/CTE's and their students; and

WHEREAS the CTE desires to make RTC'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, RTC and the CTE agree as follows:

1. RTC Dual Enrollment Programs

- A. All RTC Dual Enrollment Courses, hereinafter "DE courses", will be administered by the CTE faculty at Steel Center CTE using a course approved by the College.
- B. CTE students will participate in field trips and other learning experiences at the College throughout the program.
- C. Students who participate in the Program will be eligible to earn credits that are transferable to specific programs at RTC. Currently students can earn credits for R-103 Physics & Electrical Science (2.5 Credits)
- D. All DE Courses will be credit hour courses which meet RTC's academic standards and an approved curriculum.
- E. In order to be eligible to enroll in a DE course, students must:
 - 1. Complete the Dual Enrollment Application form and submit it to the CTE by the specified deadline. The CTE will submit the form to RTC.
 - 2. Meet all pre-requisites, and admission requirements established by RTC for the course; and
 - 3. Have earned a 2.0 cumulative GPA and have the approval for participation in the Program from a CTE administrator.

- F. Continuation in the Program each term requires re-approval of the CTE administrator and a parent or guardian.
- G. Credit hours and grades earned in DE courses will become part of the enrolled student's official academic record at RTC and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at RTC.
- H. Participation in the Program is contingent on classroom space availability.
- I. Participation and continuation in the Program is contingent upon students abiding by the RTC Student Code of Conduct.

2. RTC Concurrent/College In High School Enrollment Courses

- A. All Dual Enrollment Courses will be credit hour courses which meet RTC's academic standards and approved curriculum.
- B. In order to be eligible to enroll in a course, students must:
 - 1. Register for the Dual Enrollment course. The CTE will submit the form to RTC; and
 - 2. Meet all pre-requisites, and admission requirements established by RTC for the course.
- C. Credit hours and grades earned will become part of the enrolled student's official academic record at RTC and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at RTC.

3. General Duties and Responsibilities of the CTE

- A. Identify students for potential enrollment in DE courses and direct and assist such students to complete RTC's admission and applicable registration forms.
- B. 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.
- C. Work cooperatively with RTC to provide interested students with information regarding continuation of RTC's programs after high school graduation toward degree completion.
- D. Notify RTC of necessary accommodations for students with disabilities enrolled in each DE course, in accordance with applicable law, and provide the instructor with appropriate notice of the accommodations to be implemented.
- E. Permit credit hours earned by students in DE courses to be counted towards high school graduation requirements and/or other appropriate designations.

3. General Responsibilities of RTC

- A. Provide students with job shadow/field trip experiences to expose them to clinical environments and acclimate them to the industry expectations.

- B. Register school students for DE courses who complete RTC's Dual Enrollment Application for Admission and registration processes.
- C. Provide student progress reports in the manner and form agreed upon by RTC and the CTE.
- D. Provide enrolled students with a grade for each DE course completed and maintain such grade as part of the student's official RTC academic record.
- E. Provide official RTC Dual Enrollment transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities.
- F. Once a student has been enrolled in RTC after graduation transfer credits will be applied to the student's permanent RTC transcript upon completion of the first semester.
- G. Provide the CTE with informational literature and pricing information for DE courses and participate in CTE informational sessions as necessary.
- H. Identify RTC 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.

4. General Responsibility of CTE 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 CTE administrator and an RTC 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, students will adhere to, and abide by, all institutional policies and procedures as documented in the RTC Student Code of Conduct regarding attending class, withdrawing from class, and following student discipline standards.
- C. Once enrolled in the Program, continuation is contingent upon the student maintaining a 2.0 GPA, 85% attendance, and compliance with the CTE Code of Conduct Exceptions to GPA and attendance requirements will be granted at the sole discretion of the CTE.

5. Tuition and Fees

- A. Applicants and/or the CTE will be responsible for a tuition charge of \$50.00 per credit plus books and supplies for all DE courses.
- B. The CTE 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 an event,

RTC will invoice the CTE directly for such payments, based on the number of students enrolled and number of credit hours for which such students are registered.

- C. RTC will invoice the student's parent or guardian directly for all tuition and fees due hereunder unless otherwise directed by the CTE.
- D. Withdrawals and tuition refunds will be subject to and governed by RTC's established policies and procedures. The CTE will reasonably assist RTC to distribute and provide notice to students regarding RTC's withdrawal and refund policies and procedures.
- E. The RTC semester fee will not be charged during the dual enrollment program. Students enrolled in the RTC program after high school graduation for completion of the program will be subject to full tuition charges and semester fees.

6. 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 fulfil 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 RTC.

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

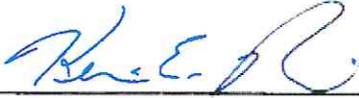
This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the parties with respect thereto. Neither party may assign, subcontract, or sublet 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.

Steel Center for Career and Technology Education



Date: 6/6/23

Authorized Signature

Print Name: Kevin E. Rice

Title: Executive Director

ROSEDALE TECHNICAL COLLEGE



Date: 6/6/23

Authorized Signature Rosedale Technical College

Print Name: Dennis Wilke

Title: President