

**Wellsboro Area School District (AOPA Course)**  
**DUAL-ENROLLMENT COURSE AGREEMENT**  
**WITH**  
**Southern Tioga School District**  
**(2019-2021)**

**THIS AGREEMENT**, is made this \_\_\_\_ day of August, 2019 by and between The Wellsboro Area School District, (hereinafter referred to as "WASD," and the Southern Tioga School District (hereinafter "District") located at, 310 Morris St. Blossburg PA 16912

**BACKGROUND**

**WHEREAS**, the WASD is an educational facility that provides courses in the area of education and is desirous of providing such an educational experience to students; and

**WHEREAS**, the District is desirous of establishing a relationship with the WASD whereby its students may receive educational experience in their area of matriculation subject to the provisions of this Agreement; and

**WHEREAS**, The WASD and the District have already established an informal agreement under Article XVI of the Pennsylvania School Code in accordance with the requirements of the dual enrollment legislation passed by the Pennsylvania General Assembly and signed by the Governor.

**NOW THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE WASD**

- a. *Selection of Students.* The WASD shall have the final responsibility for the selection of qualified students to participate in all classes. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience. Students must achieve at least proficiency on their math and science PSSA's. Students must be in good standing within the District and have good school attendance, no discipline record, and meet the physical demands of the course. Students may be asked to provide appropriate documentation demonstrating that they meet the qualifications for matriculation in the class. Students who do not provide appropriate documentation by the date designated by the WASD will not be enrolled in the class.

*Attachment X-1C*

- b. *Education of Students.* The WASD agrees to offer the AOPA (Aircraft Owners and Pilots Association) curriculum

The WASD shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, maintenance of records and faculty appointments. All students are subject to the WASD student code and other academic and administrative policies detailed in the current WASD policy and procedures.

- c. *Provision of Materials.* The WASD agrees to provide access to the required text materials for all students. The WASD will be responsible for providing all necessary registration materials to the appropriate district personnel and will provide whatever support is necessary for successful completion of the enrollment process.

## **II. DUTIES AND RESPONSIBILITIES OF THE DISTRICT**

- a. *Student Records.* The District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- b. *Recruitment.* The District shall refer and designate such students that it wishes to enroll in the contracted class.
- c. *Student eligibility.* The District shall determine local eligibility for participation in Dual Enrollment.

## **III. MUTUAL TERMS AND CONDITIONS**

- a. *Number of Participating Students.* The parties agree that the WASD will determine class enrollment limits and enrollment will be contingent in the AOPA class based upon the space available and teachers available each semester.

- b. *Compensation.* The District agrees to pay the WASD tuition and fees as outlined in Appendix A. The WASD will invoice the District at the end of each semester. If a student withdraws before the end of the semester, the tuition fees will be prorated.
- c. *Textbook Charges.* Textbook costs (when needed) will be included in the fee.
- d. *Term of Agreement.* The term of this Agreement shall be for a period of two years and shall be from the effective date assigned by the Contracting Officer to **June 30, 2021.**
- e. *Termination of Agreement:* Either party may terminate this Agreement in the event of a substantial breach.
- f. *Student Credit.* In order to successfully complete a course listed in this Agreement, students must earn a minimum grade of “C”. The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified. The WASD will furnish a transcript for this credit in a manner similar to other students who take a course at this institution.

**IV. TERMS AND CONDITIONS FOR CONTRACTS WHERE WOA IS RECEIVING MONEY AND/OR PERFORMING SERVICES**

1. **Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Wellsboro Area School District.
2. **Amendments.** This contract represents the complete agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this contract shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.
3. **Applicable Law.** This contract shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

4. **Independent Contractor.** In performing the services required by the contract, each party will act as an independent contractor and not as an employee or agent of the other party. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. **Conflict In Terms.** Should any portion of the agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.
6. **Termination of Contract.** The WASD and District have the right to terminate the contract at any time for convenience or cause. The District is responsible for compensating for services rendered until the date of termination. The WASD can only terminate for convenience at the completion of each semester.

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**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

**For: Southern Tioga School District**

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Superintendent  
Southern Tioga School District

**For: The Wellsboro Area School District**

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Superintendent,  
Wellsboro Area School District

**WELLSBORO AREA SCHOOL DISTRICT**

***Dual Enrollment – Appendix A***

Cost for 2019-2020 School Year - \$500

Cost for 2020-2021 School Year - \$500

High School Students (Grades 9-12)

\*All payments are due by the registration deadline and no reimbursements are made if a student drops out.