

## SUNY Corning Community College

### AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SUNY Corning Community College, a New York State educational institution, having its principal offices and place of business at One Academic Drive, Corning, New York 14830, hereinafter referred to as the "College", and Wellsboro High School, a state educational institution, having its principal offices and place of business 227 Nichols Street, Wellsboro, PA 16901, hereinafter referred to as the "District".

### WITNESSETH

WHEREAS, the College desires to engage the services of the District to provide instructional services for the College's Accelerated College Enrollment (ACE) program, hereinafter referred to as the "Program", and whereas, the Program is consistent with the purposes and goals of the College;

NOW, THEREFORE, the College and the District do hereby agree as follows:

1. The curriculum for Program courses will follow the College's course curriculum, as approved by the College's Office of the Provost and in keeping with New York State Education Department requirements. The College's Office of the Provost liaisons to work with District faculty to maintain standards.
2. The District will search for and hire its own faculty for all Program courses. District faculty will be approved by the College's Office of the Provost. The District will provide all materials, textbooks and supplies as required by the Program.
3. Tuition for all students in the Program shall be free for at least the next three academic years becoming effective for the 2019-2020 academic year.
4. The College will maintain a professional development fund for faculty development activities.
5. The District will deliver to the College a roster of students, by course, prior to the start date of each course. Such roster will include the student's name, permanent address, date of birth, phone number and social security number. This requirement may be either a certificate of residency for each student or a superintendent's certification of a list of resident students.
6. Program students will be subject to all rules and regulations expressed in the College's catalog, including but not limited to those concerned with discipline and academic standards of progress, as well as all applicable District rules and regulations.
7. The District agrees to pay all debts for labor and/or materials contracted by it, if any, and for the rental of any appliance or equipment hired by it, if any, for and on account of the services to be performed hereunder.
8. The District shall assume the defense of and hold the College and its officers, directors, agents and employees harmless from all suits, claims, damages, loss, liability, injuries or expense (including reasonable attorneys' fees) against each or any of them resulting from or arising out of any act or omission of the District, or anyone directly or indirectly liable, unless due to the willful or negligent act of the College, its officers or employees. The District will issue a Certificate of Insurance naming the College as an additional insured under its policies.
9. The District and the College will include this Program in all appropriate advertising and publications.
10. Students will be admitted to the Program only if they meet the requirements of both the College and the District.

11. Either party may terminate this agreement by giving written notice of intent to do so. Such notice shall cause the enrollment of students into the Program to cease, but in no way shall impede or prevent the progress of students already enrolled.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
District: Wellsboro High School

By: \_\_\_\_\_  
Superintendent  
Dr. Brenda Freeman

SUNY Corning Community College

By: \_\_\_\_\_  
Provost

By: \_\_\_\_\_  
V. P. of Administrative Services