

**DUAL ENROLLMENT/ COLLEGE in the HIGH SCHOOL**

**HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY  
and  
NORTHERN YORK SCHOOL DISTRICT**

**THIS AGREEMENT** is made this 1 day of December 2022, (hereinafter "Agreement"), by and between the Northern York County School District (NYSD), 650 South Baltimore Street, Dillsburg, Pennsylvania 17019 and Harrisburg University of Science and Technology (HU), 326 Market Street, Harrisburg, Pennsylvania.

**B A C K G R O U N D**

**WHEREAS**, NYSD is a mid-sized suburban public K-12 school district in York County. It encompasses approximately 92 square miles which includes: the boroughs of Dillsburg, Wellsville and Franklintown in addition the townships of Monaghan, Warrington, Carroll and Franklin.

**WHEREAS**, HU is an accredited private nonprofit university formed under the laws of Pennsylvania, that focuses its educational mission in the areas of science, technology, engineering, and math (STEM) careers;

**WHEREAS**, HU offers both undergraduate and graduate degree programs;

**WHEREAS**, NYSD and HU (collectively "Participating Institutions") desire to collaborate for purposes of providing STEM related activities, programs, and course offerings for students enrolled in NYSD utilizing HU curriculum;

**WHEREAS**, the Participating Institutions desire to develop a cooperative program to provide eligible high school students with the opportunity to participate in advanced study, possibly earn college credits, and understand realistic expectations regarding college-level work by enrolling in courses offered by HU;

**WHEREAS**, the Participating Institutions desire to develop, organize, and host joint academic offerings including, but not limited to, STEM curricula, STEM activities, and Summer Programs; and

**WHEREAS**, the Participating Institutions desire to jointly offer the above educational opportunities to eligible NYSD students subject to the provisions of this Agreement and the availability of funds of either party.

**NOW THEREFORE**, intending to be legally bound, and acknowledging good and valuable consideration, the parties agree to the following.

**I. DUTIES AND RESPONSIBILITIES OF HU:**

1. *Point of Contact.* HU's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is John W. Friend, Vice President for Admissions & Secondary Schools. His contact information is: [jfriend@harrisburgu.edu](mailto:jfriend@harrisburgu.edu) 717-901-5119 Or the Director of Secondary Services and Partnerships, Alexander Gibson 717-901-5100 ext 1641 or [AGibson1@HarrisburgU.edu](mailto:AGibson1@HarrisburgU.edu)
2. *Course Offerings.* HU shall coordinate the planning with NYSD for STEM courses from HU that support the mission of NYSD. Course offerings are subject to change based on curricular planning and implementation design which can occur in several formats. See **Attachment A** – Details of programs forth coming
3. *Student Eligibility for Dual Enrollment/College in the High School (CiHS)* students will be accepted into the CiHS as defined by NYSD and HU. The following shall act as guidelines for this process;
  - a) *The student is a high school sophomore, junior, or senior;*
  - b) *The student maintains an overall minimum grade point average of 2.70 or higher; and*
  - c) *NYSD approves the student's participation in the program after evaluating his/her readiness for college-level course work and after student's having met any prerequisites determined by HU.*
4. *Application into CiHS Program.* HU will supply NYSD school counselors with the necessary information to have students register online. The high school counselors will coordinate with the HU Director of Secondary School Services. HU will determine the student's final approval of enrollment in the selected course(s).
5. *NYSD Student Access to HU.* HU will provide to NYSD students taking college courses with HU access to HU facilities and resources as outlined in HU's Undergraduate Catalog. NYSD students not taking college courses with HU shall have access to HU facilities and resources when agreed upon by the Participating Institutions.
6. *HU Orientation.* HU shall provide to NYSD in advance copies of any HU policies that apply to NYSD students, faculty, or staff while they are at HU's campus. HU will provide an orientation to help prepare NYSD students for academic and attendance expectations, class locations on campus, technology requirements, ID badge usage, and any other necessary information to help students be successful. (This only applies to Dual Enrollment students attending HU campus courses.)
7. *HU Facilities.* As determined by HU, dual enrolled students will have access to HU's facilities, library privileges, technology services, and student services to include academic advising as normally enrolled HU students. (This only applies to Dual Enrollment students attending HU campus courses.)
8. *HU Credit.* HU will award university credit to NYSD students upon successful completion of HU courses. What constitutes "successful completion" is within the sole discretion of



HU for purposes of awarding credits. Coordination with NYSD will determine final customization of program.

9. *Professional Development for NYSD Staff.* NYSD staff may attend professional development opportunities offered by or at HU when appropriate. HU will timely provide information regarding these opportunities to NYSD's point of contact.

## **II. DUTIES AND RESPONSIBILITIES OF NYSD**

1. *Point of Contact.* NYSD's point of contact for resolving mutual decisions or reporting issues as outlined within this agreement is Steve Lehman, High School Principal. His contact information is: [slehman@northernnyork.org](mailto:slehman@northernnyork.org) or 717-432-8691 #2001.
2. *Promotion of HU.* NYSD will promote to students completing their High School Diploma to consider going on to earn an undergraduate degree at HU.
3. *Facilities and Support.* NYSD will provide a classroom and, depending on the program design, a vetted teacher from NYSD to deliver the HU curriculum.
4. *Professional Development.* For HU to determine appropriate professional development opportunities for NYSD staff, NYSD will notify HU of any new curriculum developments or areas of interest for professional development opportunities. NYSD will also provide HU the number of staff that will be attending any professional development opportunity 48 hours before the event.
5. *Adherence to HU Policies.* At times when NYSD students are at HU, they shall abide by applicable HU policies. The Participating Institutions will share the responsibility to inform students of their obligations under HU's policies when on campus. (This only applies to Dual Enrollment students attending HU campus courses.)
6. *Job or College Fairs.* NYSD agrees to invite HU Admission Counselors to all job or college fairs and other related events that allow HU to recruit students.

## **III. COLLABORATIVE RESPONSIBILITIES OF THE PARTICIPATING INSTITUTIONS**

1. *Curriculum Design.* The Participating Institutions agree to coordinate curriculum design for the subject/course areas of interest to NYSD. The Participating Institutions shall inform one another regularly about the curricular program changes implemented at either institution in courses outlined.

2. *College Courses.* The Participating Institutions agree to implement the offerings of college courses to high school students. Courses will be delivered at the school campus (vetted teacher), online, hybrid format, and at HU depending on the decision of the Participating Institutions.
3. *Early College Program.* The Participating Institutions may implement an Early College Program for high school students who are on pace to graduate from high school early. The Early College Program offered to NYSD students is for a high school student who wishes to attend college on a full-time basis prior to receiving a high school diploma. The Early College Program shall be conducted under HU's Early College Program policy. Each student is evaluated to determine whether he/she will be successful starting college early.
4. *Summer Programs.* The Participating Institutions may offer Summer Programs for NYSD and will agree upon the Summer Programming choices and locations. The Participating Institutions shall agree upon the following before offering Summer Programs: the number and topics that may be offered to NYSD students, which will be contingent upon availability of HU faculty and staff; and the grade level of delivery for the Summer Programs. HU reserves the right to open the program to non-NYSD students if the number of NYSD students does not meet the minimum capacity of a Summer Program.
5. *Other STEM Activities.* Other STEM activities may be offered as agreed upon by the Participating Institutions. However, the Participating Institutions shall agree upon the following before implementing additional STEM activities: the nature or concept of the STEM activity; the responsible party for delivering the STEM activity; the method of delivery for the STEM activity; and the faculty, teachers, and/or students that will be utilized to deliver the STEM activity.
6. *Bi-Annual Meetings and Timely Updates.* The Participating Institutions agree to have bi-annual meetings between HU's Vice President of Admissions & Secondary Schools and the school counselors and selected administrative team members to discuss CiHS and other secondary school services.

#### IV. MISCELLANEOUS TERMS AND CONDITIONS

1. *Term.* This Agreement commences on **December 1, 2022 and** will continue in effect for five years. However, the Agreement's terms for purposes of enforcement and general liability shall survive the termination date.
2. *Termination.* Each party may terminate this Agreement for any reason on prior written notice of at least 30 days before the end of the respective academic years. However, any current participants in the programs established by this Agreement shall be permitted to complete their classes and retain their existing status until the end of the academic year in which the termination of the Agreement occurs.
3. *Governing Law.* This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of



conflicts of law. Venue for any action brought because of a violation of the terms of this Agreement shall be in Dauphin County, Pennsylvania.

4. *Legal Notice.* Copy of any legal notice must be provided to the offices noted below. Acceptable notice: personal delivery, first-class or certified mail with return receipt requested or overnight delivery. Not acceptable: facsimile or electronic message notice.

NYSD: Matthew Meakin Ed. D. Assistant Superintendent  
Northern York County School District  
650 South Baltimore Street  
Dillsburg, PA. 17019

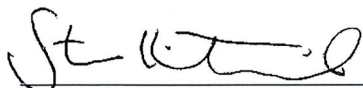
HU: Office of General Counsel  
Harrisburg University of Science and Technology  
326 Market Street  
Harrisburg, PA 17101

5. *Non-Discrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and other applicable non-discrimination laws.
6. *Trademarks and Publicity.* The parties may not refer to other parties in advertising or use any other party's logos, trademarks, or service marks without prior written consent of the other party. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of that party.
7. *Modification.* This Agreement shall only be modified in writing with the same formality as this original Agreement.
8. *Independent Parties.* The relationship among the parties to this Agreement is that of independent contractors and shall not be construed to constitute a legal partnership, or any other relationship, other than that of independent contractors.
9. *Indemnification.* When awarded by a Court of competent jurisdiction, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the negligence of or failure to perform this Agreement by the indemnifying party and/or its partners, principals, agents, employees, and/or subcontractors. However, the parties may amicably negotiate and settle any dispute outside of commencing a formal legal action.

10. *Implementation Memoranda*. HU and NYSD shall set forth implementing memoranda for specific programs that will be approved in writing by the designated points of contact for both institutions or for administrative issues (for example, application, admission, registration, payment, and transcription procedures). No implementing memorandum shall amend or contradict the provisions of this agreement. Nothing in the initial version of this agreement shall be interpreted as constraining the development of future programs not mentioned in this document.
11. *FERPA*. The parties agree to comply with all obligations under the Family Educational Rights and Privacy Act concerning the handling of educational records as such are defined by the statute.
12. *Entire Agreement*. This Agreement, including any implementation memoranda which are incorporated into this Agreement by reference, represents the entire understanding among the parties. No other prior or contemporaneous oral or written understandings or promises exist regarding this relationship.

The following individuals authorize this Agreement.

For:  
Northern York County School District



Steven Kirkpatrick, Superintendent

For:  
Harrisburg University of Science and Technology



Eric D. Darr, Ph.D., President

12.8.2022

Date

12.12.2022

Date