# DUAL CREDIT AGREEMENT

THIS DUAL CREDIT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between Cedar Crest College ("CCC"), an independent non-profit institution of higher education located at 100 College Dr., Allentown, PA 18104, and Lehighton Area School District (the "School District") located at 1 Indian Lane, Lehighton, PA 18235, with the two entities collectively referred to as the "Parties."

WHEREAS, Cedar Crest College is an institution of higher education that offers bachelor's, master's, doctoral degrees and other post-secondary academic credentials in the arts and sciences, pre-professional licensure and certification preparation, advanced practice disciplines, and a variety of other academic fields; and

WHEREAS, CCC offers dual-credit coursework (the "Program") to certain qualified high-school students both through its on-campus Early College for High School Students ("EC") dual-enrollment program as part of the undergraduate Women's College and through its co-educational, online Dual Credit Academy ("DCA"); and

WHEREAS, CCC is institutionally accredited by the Middle States Commission on Higher Education (MSCHE); and

WHEREAS, the School District is a secondary school that offers secondary degree programs; and

WHEREAS, the Parties wish to enter into an articulation agreement establishing the policies and procedures that will enable students to enroll in the Program of dual-credit coursework by which they may concurrently earn credit toward secondary and post-secondary degrees; and

WHEREAS, Pennsylvania requires, under 24 P.S. §15-1525, school entities to enter into at least one dual-credit agreement with an Institution of Higher Education approved to operate in Pennsylvania if they wish to offer dual-credit coursework to their students; and

WHEREAS, the Parties desire to define their roles and responsibilities with respect to the Program consistent with the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises and mutual covenant herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

## 1. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Term"). Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods ("Renewal Term").

(b) Termination of Agreement. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided,

however, that any student already enrolled and participating in the Program as of the effective date of termination shall be permitted to complete their then-current coursework.

## 2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program:

(a) Students have met the admission criteria for the Early College for High School Students/Dual Credit Academy programs identified in the current CCC undergraduate catalog for the year in which they wish to enroll.
(b) Students are a high-school junior or senior, as determined by School District policies.
(c) Exceptions for underclass high-school students (freshman or sophomores) are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high-school transcript and a letter or recommendation from the School District to be considered for the Program.
(d) The student must submit an application form, signed by the School District to the relevant CCC Office of Admissions, along with an official high-school transcript prior to the due date for applications to begin in the applicable fall and spring semester or summer term, as published by the CCC Office of Admissions.
(e) Students who have graduated from high school are not eligible for the Program.
(f) Students who are matriculated into degree programs at CCC are not eligible for the Program.

## 3. Courses Offered

(a) CCC will share the list of courses eligible for the Program with the School District.
(b) Whenever possible, CCC courses are aligned to the student's high-school graduation requirements, the requirements of a Career and Technical Education (CTE) program offered by the School District, or a career pathway offered by the School District.
(c) Whenever possible, CCC courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students.
(d) CCC courses offered through the Early College for High School Students (EC) program through the Women's College may be offered through the CCC Allentown campus in person, online or as a combination of in-person and online (hybrid/hyflex).
(e) CCC courses offered through the DCA are delivered online via CCC's partnership with TEL Education (www.tel-education.org) to offer high-quality, affordable online dual-credit courses. CCC faculty have evaluated and approved DCA TEL Education courses for their content, rigor, student learning outcomes, and credit toward CCC degrees.
(f) Credits earned by students enrolled in the Program, through both EC and DCA courses, shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at CCC, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a CCC transcript which shall be available upon request to any student enrolled in the Program. Course descriptions are publicly available in the CCC Undergraduate Catalog, which is accessible through the CCC Office of the Registrar's website.

(g) The CCC courses will be non-remedial or developmental to college-level student learning outcomes.

**4. Program Instruction**

(a) Early College (EC) courses for the Program will be taught by instructors hired and approved by CCC. Program courses may be taught CCC's Allentown campus or at a School District location, as determined by CCC and the School District.

(b) In compliance with Pennsylvania Child Protective Services Law and CCC policy, CCC will confirm that CCC faculty who teach EC classes in which dual-credit students under the age of 18 are registered and are required to have the following three clearances: a state criminal background check, a Pennsylvania Child Abuse History Clearance Form (CY-113), and a Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed CCC mandatory reporter training as required by CCC policy in effect from time to time.

(c) The Program DCA courses are taught remotely, without direct contact with DCA students on the CCC campus, by online instructors employed by TEL Education. TEL Education requires all DCA instructors to successfully complete background clearances that include a national criminal search, social security trace, and sex offender registry search. CCC reviews and authorizes DCA TEL Education instructors for academic qualifications.

**5. Course registration process and deadlines**

(a) Students in the Program may schedule a total number of academic credits in each of the fall and spring semesters or in the summer term as approved by the School District (e.g., by a guidance counselor).

(b) The School District and CCC must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.

(c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.

(d) CCC will award postsecondary credits to students who successfully complete courses in the Program. CCC will apply these credits in the same manner as for other regularly enrolled, matriculated CCC students under the policies of the then-current Undergraduate Catalog for when they enrolled in the courses.

(e) If a Program student becomes a regularly enrolled, matriculated student at CCC following graduation from secondary school, CCC shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled, matriculated, postsecondary student who took the courses.

(f) CCC will transcript dual-credit courses for students in the Program, whether DCA or EC, as it would for any other regularly enrolled student. Students may request an official transcript of their coursework through the CCC Registrar Office, for an additional fee per each transcript requested.

Students completing courses in the DCA Program may earn a maximum of fifty-nine (59) academic credits in DCA courses delivered by TEL Education (49% of a 120-credit bachelor degree). For the EC program, there is no maximum limit to students earning academic credit through EC courses, except as may be provided by School District policy.

**6. Communication of Program**

Both CCC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures outlined in this agreement to parents and students.

**7. Additional Administrative Responsibilities**

(a) Data Sharing and Cooperation

1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between CCC and the School District without the need for signed releases from students or parents. If the student is under eighteen (18) years of age, parents/guardians retain the right under FERPA to inspect and review any educational records maintained by the School District, including records that the College has disclosed to the School District. CCC and the School District shall meet FERPA requirements to maintain the privacy of student data.
2. The Registrar Office of CCC will provide information on the following items to the School District:
    - The names of students enrolled in the Program.
    - Courses that were taken by each student in the Program.
    - Grades earned by each student in the Program.
3. CCC will notify the School District of any mid-semester or mid-term progress reports that indicate that a dual-credit student is in risk of failing a course.
4. CCC and the School District's academic affairs, registrar, and advising offices will collaborate, on a schedule as may be needed, to ensure the successful operation of this Agreement. The Parties agree, through their designated representatives, to monitor the performance of this Agreement to strengthen the articulation between CCC and the School District.

(b) Program Costs

1. CCC's cost per Dual Credit Academy (DCA) courses, delivered online in partnership with TEL Education, is $200 for all course, instructional, and learning materials included in a 3-credit-hour course per student (or $66.67 for all course materials per credit hours of the

course), effective with the 2026-2027 academic year. There is no additional course tuition associated with DCA courses, other than this instructional materials fee. CCC reserves the right to change this course materials rate annually, as published in its Undergraduate Catalog and on the CCC website.

2. CCC's tuition for Early College (EC) courses is $450 for a 3-credit-hour course, per student (or $150 per credit). CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.
3. Students are responsible for paying all applicable student fees or textbook costs associated with an EC course.
4. Students may not apply additional CCC discounts (e.g., CCC employee discounts for dependents or discounts through the Pathways to Professional Excellence program) to the Program's tuition rates.
5. If grant funding is provided by the School District for student enrollment in the Program, it will be forwarded to CCC to reduce the cost of tuition and fees.
6. The CCC Student Financial Services Office (EC courses) or TEL Education (DCA courses) will directly bill the student/parents/guardian for the outstanding balance of any Program student's tuition and fee costs after all adjustments and grant funding are applied.
7. Students are responsible for their own transportation to and from CCC, as may be needed.

**8. Disability Services**. Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled CCC students.

(a) For Early College courses (EC), students are responsible for contacting the CCC Office of Student Accessibility Services to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.

(b) For Dual Credit Academy courses (DCA), students are responsible for contacting TEL Education to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.

(c) Accommodations provided by CCC (EC course) or TEL Education (DCA courses) may not be the same as those contained in the student's Individualized Education Program and 504 program processes that the student receives at their secondary institution.

(d) School District may work in collaboration with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

**9. <u>Non-Discrimination</u>**

CCC and the School District agree that, in performing their obligations pursuant to this

Agreement, each shall provide an academic and working environment free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

**10. Miscellaneous Provisions**

(a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither CCC nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of CCC. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. CCC and the School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.

(b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.

(c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

CCC:
Office of Admissions
Cedar Crest College
100 College Drive
Allentown, PA 18104
admissions@cedarcrest.edu
ATTN: Stephanie Walker, Vice President of Enrollment Management
Stephanie.Walker@cedarcrest.edu

SCHOOL DISTRICT:
### Responsible Office ###
Leighton Area School District
1 Indian Lane
Lehighton, PA 18235
### Primary Office Email ###
ATTN: ### Primary Contact Person, Title ###
### Primary Contact Person, Title ###

(a) Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both Parties.

(b) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Should a dispute arise under the terms of this Agreement, CCC and the School District recognize and accept that the Court of Common Pleas for Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue.

(c) Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

(d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(e) Non-Exclusive. This Agreement is not an exclusive contract between Parties, and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or enter into other agreements with any other entity, on either a limited or general basis, while the Agreement is in effect.

(f) Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**For the School District:**

| | |
|---|---|
| Superintendent | Date |
| High School Principal or Dual Credit Designee | Date |

**For Cedar Crest College:**

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| Elizabeth M. Meade, PhD<br>President | Date |
| Stephanie A. Walker, MLS<br>Vice President for Enrollment Management | Date |