



THIS AGREEMENT made this 1st day of September 2023 and shall automatically renew annually for five years by and between the BOARD OF TRUSTEES OF MONROE COMMUNITY COLLEGE, an educational institution with offices at 1000 East Henrietta Road, Rochester, New York 14623, hereinafter referred to as ‘MCC’ and ABC Central School District, 100 Random Avenue, Rochester, New York 14###, hereinafter referred to as the ‘High School.’

Scope of Work

The intent of the College Now Program is to provide an offering of college courses off-campus at various local high schools. The conditions set forth for operating this College Now Program are as follows:

1. It will apply to the anticipated MCC Department(s) and course(s):

Academic Department	Course	Title	Credit Hours

2. It will be conducted in partnership with ABC Central School District at the High School’s facilities.
3. MCC’s academic department(s) will review the credentials of the high school faculty teaching the course. High school faculty who do not meet criteria for departmental approval are excluded from offering College Now to students in their class. Approved College Now teachers will attend orientation and training prior to teaching the College Now course.
4. MCC will also review the textbook, course syllabi, instructional space, and student assessment strategies, and if necessary, require the use of college materials to assure College Now classes meet college standards. Only MCC approved instructional materials may be used for college courses to be offered.
5. The high school principal will notify the College Now office immediately if an approved instructor vacates their position or is unable to complete the assigned college course.
6. MCC reserves the right to cancel the college course offerings when there is credible evidence that the integrity of the course has been compromised.

Faculty Visits

College faculty will be permitted to visit College Now classes for the purpose of evaluating whether course objectives are being addressed and that the course is appropriately aligned with college standards. These visits will include a meeting between the College faculty member and the high school instructor as an opportunity for both to discuss course related matters, questions, and share instructional materials. High school teachers may also arrange to visit on-campus courses taught by MCC faculty.

Professional Development

MCC will offer high school teachers various professional development opportunities at no cost. MCC-Certified high school teachers are required to participate in annual discipline specific professional development. The high school will support and encourage the participation of College Now high school teachers in annual professional development activities at MCC. Certification may expire for teachers who fail to meet the professional development requirement.

Registration

College Now students may register for a maximum of 11 credit hours per semester. Registration will be completed online and will be accepted only during the open registration period. MCC will provide the high school with College Now materials several weeks before registration opens. The high school will disseminate enrollment materials to the appropriate audience and is responsible for informing students and parents of important deadlines. Additionally, high school teachers have access to the College Now system to view their MCC class roster online. The online roster provides teachers with a real-time list of students who have completed registration. Teachers will use their online roster to assure students have registered appropriately before the deadline. High schools will utilize resources provided by MCC to assure students are informed and have access to College Now registration. Students who miss the College Now registration deadline will only earn high school credit for the class. Parent and student concerns regarding missed registration deadlines will be addressed by the high school.

Low Enrollment

The College reserves the right to cancel courses due to insufficient enrollment. For each academic year of this agreement, the course minimum enrollment is one student.

Course Prerequisites

The college course prerequisite will be maintained and only students meeting the MCC prerequisite will be registered. Course prerequisite information is shared with the high school contact person and high school teachers of any course that requires a prerequisite. High schools will share prerequisite information with students and parents. The College reserves the right to evaluate students for their readiness for a particular course and to require appropriate testing and/or documentation of a student's readiness.

Grades

The MCC grade shall be calculated according to the grading standard set forth by the MCC Academic Department and faculty liaison supervising the course. This grading standard will be outlined on the MCC College Now Course Information Sheet which will be distributed by the high school teacher to students in the class. The high school grade shall be calculated according to the grading standard outlined by the high school teacher. Instructors will regularly compare grades; however, these shall remain mutually exclusive unless the high school adopts the MCC standard. Withdrawals will be processed by the withdrawal deadline and will result in a grade of "W" on the official college transcript. There is no refund or reduction of tuition as a result of withdrawing from a class. Per MCC academic policy, withdrawals cannot be accepted when final grades are due.

Financial Arrangements

High school students will officially enroll in MCC courses for the number of credit hours applicable for each course. Tuition and applicable student fees will be assessed at a discounted rate as approved by the Board of Trustees of MCC. Students will be responsible for compliance with all residency certification requirements. MCC will be responsible for assessing and collecting tuition and student fees from each enrolled student by direct billing. Student remittances (cash, checks, money orders, Visa, MasterCard, or Discover Card) will be payable to Monroe Community College on or before the due date indicated on the MCC invoice. Unpaid bills will result in the student being dropped from the MCC course and he/she will not receive college credit for the course.

Billing

The collection of tuition and applicable student fees will be the responsibility of MCC. Students will be billed directly by MCC. Students registering for College Now will make payments directly to MCC by mail, in-person or online by check, money order, Visa, MasterCard, or Discover Card. Students who register but do not submit remittance will be removed from the MCC class roster. These students may remain in the high school class; however, they will not receive MCC credit and will owe no charges to MCC.

For students with a permanent address outside Monroe County, the student will submit an affidavit and obtain a certificate of residency from their respective County Treasurer and submit the Certificate to the MCC Student Accounts Office.

Inspiring Every Day Scholarship

The MCC Inspiring Every Day Scholarship will be awarded to students who complete the application process and are identified by the school as academically and financially eligible. To be eligible students must be in a College Now high school class, have met the college prerequisite for the course, and certified by the high school as meeting federal Free and Reduced Lunch (FRL) financial guidelines. The school will share scholarship advisement materials with students so they are aware of financial and academic implications. The scholarship will cover 100% tuition (at the Monroe County resident rate) and fees associated with College Now. Only courses taken at the high school, BOCES and/or an approved College Now site qualify for the scholarship. When registration is complete, the high school designee will verify the students that are eligible for the scholarship. This verification will take place directly in the College Now online portal. Scholarship verifications will be completed by high school designees by mid-October for Fall rosters and mid-March for Spring rosters. Student names submitted after the scholarship deadline may not be accepted.

Time Period of Agreement

Services commence on September 1, 2023 and will be completed by June 30, 2028. An evaluation of the services under this agreement will be conducted on a continuous basis by MCC. An updated list of College Now dual enrollment course offerings will be sent to the high school each academic year throughout the duration of the contract as courses may be added or no longer offered at the high school site.

Service Area

High School dual enrollment partners located within the service area of the College may not contract with another SUNY unit for dual enrollment courses without requesting and being granted a service waiver agreement from the College. Waiver requests will only be considered for courses not available through the College.

Prohibition Against Assignment, Transfer, and Subcontracting

The high school shall not assign, transfer, or dispose in any way any right or interest in this agreement, and shall not subcontract any services to be performed under this agreement.

Independent Contractor

The high school will conduct itself consistent with its status, said status being that of an independent contractor. Neither the high school nor its employees or agents will hold themselves out or claim to be an officer or employee of Monroe Community College, nor make claim to any rights accruing to an officer or employee of Monroe Community College.

Indemnification Clause

The high school shall defend and indemnify MCC against any and all claims, costs, damages, fees, or injuries to persons or property of whatsoever kind or nature arising from acts of the high school, its employees or agents, in the course of their activities under this agreement. Notwithstanding the foregoing, MCC shall remain liable for direct damages resulting from its own direct negligence.

Contact Person

Shawanda Evans Pre-Collegiate Partnerships Director, will serve as the responsible administrator of this agreement for MCC. FIRST LAST NAME will serve as the representative for ABC Central School District. The high school will communicate with MCC if there are any changes in representation for the school.

Termination

Either party may cancel this agreement by giving 30 days' written notice. MCC may terminate this agreement in whole or in part if the high school defaults in performance of the services required hereunder. Upon termination, MCC may take over the services to be performed and complete them in the manner MCC deems best, at the discretion of MCC. The high school shall be liable to MCC for any excess cost occasioned thereby and any other outstanding costs.

Entire Agreement

This agreement constitutes the entire agreement of the parties hereto and all previous communication between the parties, whether written or oral, with reference to the subject matter of this agreement is hereby superseded. There are no understandings, representations, or warranties expressed or implied that are not specified herein. No changes will be made to any of the terms of this agreement, nor any provisions waived, without the prior written consent of ABC Central School District or MCC.

In Witness Whereof, the parties have hereunto set their hands and seals, as of the day and year first above written.

For College

Signature: _____ Date: _____

Michael J. Bates, Director of Purchasing
Monroe Community College

For ABC Central School District

Signature: _____ Date: _____

First Last Name, Superintendent
ABC Central School District

*A signed copy will be forwarded to:
First Name, Last Name, ABC Central School District
principal, contact person*