

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

PRIOR LEARNING CREDIT AGREEMENT
WITH
ERIE COUNTY TECHNICAL SCHOOL
2022-2025

THIS AGREEMENT, is made this 26th day of May, 2022 by and between Northern Pennsylvania Regional College, (hereinafter referred to as "NPRC") a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the ERIE COUNTY TECHNICAL SCHOOL, located at 8500 Oliver Road, Erie PA 16509 (herein after referred to as "school" or "Paying Party").

BACKGROUND

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

WHEREAS, the School is desirous of establishing a relationship with NPRC whereby its students may receive prior learning credit for college education subject to the provisions of this agreement (referred to hereinafter as "Agreement" or "Contract"); and

NOW THEREFORE, the Parties hereto agree as follows:

I. PURPOSE

The Purpose of the Prior Learning Credit and this Agreement is to allow eligible and appropriately qualified high school students the benefit of receiving college credit for prior learning experiences.

II. DUTIES AND RESPONSIBILITIES OF NPRC

- a. *Awarding of Credit.* NPRC shall have the final responsibility for awarding prior learning credit through the Office of the Registrar.

III. DUTIES AND RESPONSIBILITIES OF THE SCHOOL

- a. *Student Records.* The School 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 School shall inform eligible students regarding the opportunity for Prior Learning Credit at NPRC.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be from July 1, 2022, through June 30, 2025.
- b. *Principles of Agreement.*
 - i. *Student Criteria.* A student who has met all the following criteria will have the opportunity to request 9 credits of Prior Learning Credit through the Office of the Registrar to be applied to the Associate of Applied Science in Early Childhood Education with a specialization in PreK / Paraprofessional:
 - 1. a high school diploma designating satisfactory completion of three years in the Early Childhood Education program at Erie County Technical School with grades of no less than a B in each year of program study
 - 2. achieved a proficiency level of Advanced on the National Occupational Competency Testing Institute's (NOCTI) end-of-program assessment
 - a. or, under extreme circumstances in lieu of an administrated NOCTI examination, equivalency approved by NPRC's Dean of Curriculum and Instruction, or designee
 - 3. obtained the CDA-Ready Certificate or CDA Credential at the preschool level.
 - ii. *Eligibility Period.* To request Prior Learning Credit under this agreement, the student must apply and be admitted to NPRC within five years of completing their program at Erie County Technical School.
 - iii. *Admission of Student.* Participation in the program at Erie County Technical School does not guarantee admission to NPRC. All students will follow established guidelines for general admission to the College.
 - iv. *Student Transcript.* The student must forward an official high school transcript verifying program completion to NPRC. Any costs associated with this transcript will be paid by the student.
 - v. *NOCTI Assessment.* The student must forward an official document with assessment achievement level to NPRC. Any costs associated with this document will be paid by the student.
 - vi. *CDA Credential.* The student must forward an official document stating that the student has earned the CDA-Ready Certificate or been awarded

the CDA Credential at the preschool level. Any costs associated with this transcript will be paid by the student.

- f. *Promotional Materials.* Both NPRC and the School agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and Prior Learning Credit procedures to parents and students.
- g. *Committee Members.* The Prior Learning Credit Committee appointed for the term of this Agreement is comprised of the following individuals:
Ms. Sandy Carr, Supervisor of Instructional Support, Erie County Technical School
Ms. Kim Fox, Instructor of Early Childhood Education, Erie County Technical School
Ms. Melinda Saunders, Vice President of Academic and Student Affairs, Northern Pennsylvania Regional College
Ms. Lori McNeal, Registrar, Northern Pennsylvania Regional College
Ms. Leigh Anne Kraemer-Naser, Director of Applied Studies, Northern Pennsylvania Regional College

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Prior Learning Credit Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the School or NPRC shall be entitled to select a new member without the need to amend this Agreement.

- j. *Notice.* All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Erie County Technical School
8500 Oliver Road
Erie, PA 16509
ATTN : Director

Northern Pennsylvania Regional College
300 2nd Avenue, Suite 5
Warren, PA 16365
ATTN: Melinda Saunders
Vice President of Academic and
Student Affairs

V. **TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC 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 School's 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 NPRC or the School.

2. **Amendments.** This Contract represents the complete agreement between the Parties, superseding 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, shall set forth therein the proposed change, correction, or addition, and shall be approved by the School's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
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.** NPRC or School has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the other Party:
 - (a) **Termination for Convenience.** NPRC or School shall have the right to terminate the Contract for its convenience if it determined termination to be in its best interest.
 - (b) **Termination for Cause.** NPRC or School shall have the right to terminate the Contract upon written notice for the other Party's default as to any of the terms contained in the Contract between the Parties or by law. If it is later determined that NPRC or School erred in terminating the Contract for cause, then, at NPRC's or School's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

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

ATTEST: (SEAL)

ERIE COUNTY TECHNICAL SCHOOL

Secretary

Joseph Tarasontch (SEAL)

NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Melinda Saunders
Vice President of Academic and Student Affairs