

**EARLBECK GASES &  
TECHNOLOGIES**

**Dual Enrollment Agreement**

This agreement ("Agreement") is entered into on this **27th day of March, 2023** (the "Effective Date"), by and between Spring Grove Area School District ("School District") and Earlbeck Gases & Technologies ("Earlbeck").

Earlbeck and the School District do hereby agree to the following:

**I. PURPOSE**

This Agreement sets out the terms and conditions of the dual enrollment program offered by Earlbeck and School District in accordance with Article XVI-B of the Public School Code ("Dual Enrollment").

**II. TERMS & TERMINATION**

The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2027. Thereafter, this Agreement shall automatically renew for any number of additional one (1) year terms unless otherwise sooner terminated. The School District may terminate this Agreement, or any renewal thereafter, for any reason with prior written notice of at least thirty (30) calendar days before the end of the respective academic year. If School District elects to terminate this agreement, the discounted student rate no longer applies, and students will be responsible for paying for the full tuition rate.

**III. PROGRAM DESCRIPTION AND COURSE OFFERINGS**

Spring Grove Area High School will provide a dual enrollment opportunity for School District High School students who wish to participate in the Earlbeck welding program to earn a AWS D1.1, AWS D17.1, and/or AWS D9.1 certification(s). Dual Enrollment allows Students to take a Earlbeck course on-campus or online for postsecondary credit at a rate of 50% of the annual per credit hour tuition rate up to seven (7) credits per academic semester.

Earlbeck is offering to donate and assist with the installation of two welding bays within the Spring Grove Area High School by using a zero-dollar lease agreement to extend the lifetime of the partnership between Spring Grove Area High School and Earlbeck. Earlbeck can be consulted for directions on the installation of the equipment, The School District will be responsible for the costs of installation. Earlbeck may choose to increase the number of welding bays provided to the High School, if student enrollment in the program increases.

Earlbeck will assist with pursuing relationships for additional supplies. Earlbeck will provide a list of supplies to be donated to the school.

Earlbeck will provide training in welding theory and techniques for no more than two (2) teachers within the STEM department at the High School in a single calendar year.

#### **IV. STUDENT ELIGIBILITY AND COMPLIANCE**

Each student will select a dual enrollment option for their Spring Grove Area High School schedule and transcript. The High School will assist with student registration at Earlbeck by communicating a list of students who wish to enroll in the program. Earlbeck will oversee student registration and determine course cost prior to the start of each semester.

Demonstration of assessments and a minimum 90% attendance is required for satisfactory completion. Students who fail to meet attendance requirements will be offered make-up instruction at the convenience of Earlbeck. Where applicable, students will be offered the opportunity to take nationally recognized code certification tests. Test results will become part of the student's record.

In order to qualify for Dual Enrollment admission, a Student must meet all the following requirements:

1. The Student is a High School junior or senior.
2. The Student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District.
3. The student has completed an online application for Earlbeck by the preferred deadlines of February 1 for the fall semester and October 1 for the spring semester and registered for course credit prior to the start of the semester.

#### **V. STUDENT CREDIT AND GRADING**

The School District will award credit for and recognize courses that are successfully completed under this Agreement, and Earlbeck will award postsecondary credit through Earlbeck's Registrar's Office pursuant to Earlbeck policy.

If the Student becomes a regularly enrolled student at Earlbeck following graduation from School District, Earlbeck shall recognize the Dual Enrollment credits as applying to the Student's degree requirements, as it would for any regularly-enrolled postsecondary student who took Earlbeck courses. The grade earned and recorded on the Student's Earlbeck transcript will follow the Earlbeck grading scale.

#### **VI. FINANCIAL INFORMATION**

The Student Financial Services Office at Earlbeck will bill the Student for the credit load associated with the Earlbeck course at 50% of the annual per credit hour tuition rate up to seven (7) credits per academic semester. Any credits taken beyond seven (7) per academic semester will be billed at the full tuition rate. Tuition rates are posted on the Earlbeck website for the current academic year. Additional mandatory college fees are billed at the regular rate, if applicable. Books are not billed by Earlbeck. Students are responsible for purchasing necessary textbooks per course. The cost of textbooks varies per course and range from \$50 to \$300+. Students are subject to tuition and withdrawal fees and refund policies as outlined in Earlbeck's Student Handbook.

**VII. ENROLLMENT**

Should a Student wish to become a fully matriculated undergraduate student at Earlbeck upon graduation from School District, the Student must follow Earlbeck's normal application process. Although successful completion of college-level courses is generally viewed as good indicator of success in college and a strong positive factor in Earlbeck's admission decision, nothing in this Agreement serves as a guarantee to future admission to Earlbeck.

**VIII. REGISTRATION**

Earlbeck will enroll the Student as they do other students at Earlbeck and the Student may meet with an Academic Advisor to select classes. Student must complete Earlbeck's Confidentiality Agreement and meet other enrollment requirements as may be necessary. Students can obtain a copy of their class schedule to submit to the School District representative verifying course registration.

**IX. FINAL GRADE REPORT/TRANSCRIPT**

Earlbeck's Registrar will forward unofficial transcripts to the School District High School's guidance office at the conclusion of each academic semester. The Student must submit a signed request to the Registrar's Office authorizing Earlbeck to send an unofficial transcript to the School District. The Student may request an official transcript from the Registrar's Office for a nominal fee.

Note: The School District is responsible for submitting a release of information request signed by the Student identifying any other information of the Student to be released to the School District.

**X. STUDENT CONDUCT**

While participating in Dual Enrollment, the Students must abide by Earlbeck's policies and procedures in addition to the Spring Grove Area High School Student Handbook . Earlbeck reserves the right to terminate any Student from Dual Enrollment who violates Earlbeck's policies and procedures.

**XI. NON-DISCRIMINATION**

Earlbeck and School District agree, in performing the obligations pursuant to this Agreement, to provide a safe academic and working environment free from discrimination and harassment. 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, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

**XII. INSURANCE**

Earlbeck shall provide a copy of its insurance certificate to Spring Grove Area School District upon signing of this contract. Earlbeck agrees to properly supervise all students while attending class.

**XIII. CLEARANCES**

All Earlbeck employees in direct contact with District students will maintain current criminal background clearances as required by 24 P.S. § 1-111 and the Child Protective Services Law. Earlbeck will provide the District with copies of such clearances upon request.

**XIV. NOTICES AND OBLIGATIONS**

Any and all notices, amendments, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the address or numbers set forth below.

Furthermore, each party shall designate a liaison that shall be primarily responsible for the planning and exchange of information under this Agreement. Both organizations agree to adhere to all published School District policies and Student Handbook.

Spring Grove Area School District  
Mark Czapp  
Director of Business Operations  
100 East College Ave  
Spring Grove PA 17362

Earlbeck Gases & Technologies  
Andrew Hess CWI/CWE  
Vice President of Engineering  
95 Aberdeen Rd, York PA 17406

**XV. STUDENT RECORDS**

To the extent Earlbeck generates or maintains educational records related to the participating Students, Earlbeck agrees to comply with the Family Educational Rights and Privacy Act (FERPA), and its regulations promulgated thereafter, to the same extent as such laws and regulations apply to School District and shall limit access to only those employees or agents with a legitimate educational interest. For the purposes of this Agreement, pursuant to FERPA, School District hereby designates Earlbeck as a school official with a legitimate educational interest in the educational records of the participating Students to the extent that access to School District's records is required by Earlbeck to carry out Dual Enrollment, and Earlbeck agrees to comply with FERPA, including its obligation under re-disclosure regulations, at all times in connection with this Agreement.

**XVI. INTELLECTUAL PROPERTY**

Title to all Academic Content created by Earlbeck as part of Dual Enrollment and this Agreement shall reside with Earlbeck. Academic Content shall include (a) all of the intellectual property customarily considered by institutions of higher education as being academic materials, including, but not limited to, course outlines, syllabi, simulations, lectures, materials, reading lists, and similar materials and (b) all software in which the materials of (a) are embodied or in which they are delivered.

**XVII. 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.

**XVIII. GOVERNING LAW**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree to venue and jurisdiction in the York County Court of Common Pleas for the resolution of any disputes related to this Agreement.

**XIX. ACCEPTANCE AND SIGNATURE**

I hereby agree and consent to the terms in the Agreement and certify that I have the authority to sign on behalf of the contracting organization. This Agreement is executed as of the day and year first above written.

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**Signature**

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**Dr. George W. Ioannidis, Ed. D.**  
**Superintendent of Schools**  
**Spring Grove Area School District**  
100 East College Avenue  
Spring Grove, PA 17362

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Andrew Hess, CWI/CWE**  
**Vice President of Engineering**  
**Earlbeck Gases & Technologies**  
95 Aberdeen Rd.  
York PA 17406