

## Concurrent Enrollment Agreement

This Agreement is entered into by and between Penn-Delco School District (hereinafter referred to as the "School District") and West Chester University of Pennsylvania (hereinafter referred to as the "University"). This Agreement sets out the terms and conditions of the Concurrent Enrollment program offered by these two institutions in accordance with Article XVI-B of the Public School Code (hereinafter "Program").

The University and the School District do hereby agree to the following:

### 1. Term

It is agreed that this Agreement will be in effect as of the date of the last signature, for a period of one year. It will be renewed automatically for additional one-year terms, up to a maximum term of five years, unless terminated in accordance to the terms contained herein.

### 2. Student eligibility

School District shall ensure that students meet all of the following criteria:

- a. The student is a high school junior or senior.
- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District. The School District will determine satisfactory progress based on credits earned.
- c. In order to remain in this program, the student must maintain a secondary school grade point average of 3.0 in the applicable subject area of study. The School District shall notify the University if the student does not maintain a grade point average of 3.0 in the applicable subject area of study. The student also must maintain a minimum grade of "C" in the concurrent enrollment course.
- d. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.
- e. Students must meet all University non-degree admissions and eligibility requirements.
- f. Students will be required to apply online to the University's non-degree program.

### 3. Courses offered

The following criteria apply to all courses covered by this Agreement:

- a. The courses are non-remedial.
- b. The course must be offered in a core academic subject as defined by the No Child Left Behind Act of 2001.
- c. The courses, as offered to concurrent enrollment students, are identical to those offered when concurrent enrollment students are not enrolled, including the use of an identical curriculum, assessments, and instructional materials.
- d. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when concurrent enrollment students are not enrolled.
- e. The courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public School Code. A letter will be mailed from the School District to all parents/guardians of the students attending these courses, prior to the start of the course. The letter will contain language that indicates that the students will be exposed to college appropriate materials, teaching methods, and topics. An acknowledgement copy signed by the parent will be required to be kept on file by the School District.
- f. The University Courses are open to a limited number of students who meet the selection requirements. Students who successfully complete the course satisfy the School District's criteria for credit toward applicable graduation requirements as well as earn University credit: 3 credits per semester. The determination of the courses to be offered is at the discretion of the University in consultation with the School District.
- g. The University course list will be finalized 30 days prior to the start of the semester in which the courses are offered and will be attached to this document.

### 4. Program Details

- a. Program and Courses will be governed by the Academic Policies of the University
- b. Location: Online, asynchronous hybrid and/or at West Chester University Campuses

- c. Instructors: TBD
- d. College credits: Determined by course
- e. Secondary credits/graduation requirement equivalent: Determined by School District
- f. Number of concurrent enrollment students to be enrolled in this course: Range = 15-35, at the discretion of the University, the course may be offered when enrollment is less than 15 students.
- g. Students enrolled in this course are responsible for their own transportation.
- h. Course schedule will align with the University's academic calendar, including University breaks, Spring Break, Fall Break, Winter Break, University-observed holidays, and other University closures.
- i. All non-degree students must comply with University policies including academic guidelines, requirements for attendance, class and campus behavior. All students are required remain in Good Academic Standing while at West Chester University.
- j. It is the responsibility of the student to activate their myWCU account, including email, once the student receives their WCU ID number. All communication with University staff and faculty members will be through the student's West Chester University email account.

## 5. Enrollment and Cost

Program is offered under the terms of the State System of Higher Education (SSHE) Board of Governors Policy 1983-18-A: Waiver of Fees which allows all fees to be waived for programs offered under a contract that covers all program costs. Cost per student is set at \$200 per credit and the minimum enrollment required in order to run a course is ten students. Cost and minimum enrollment will be reviewed at the time of the annual renewal of the agreement to consider changes in University costs. The cost per student shall only be modified in writing with the same formality as the original Agreement. Concurrent enrollment students are exempt from the University application fee. Only high school students will be enrolled in the courses offered through this program. Students must meet the admission criteria established by the University.

The School District will remit a single payment for the total number of students enrolled in that semester by the end of the drop/add period. The payment for any given semester is due thirty days after the receipt of notification of final enrollments for that semester.

The School District will ensure that students complete the enrollment form, which is available on the website of the University Registrar.

Non-degree students are not eligible to receive Financial Aid.

#### 6. Student Credit

Students will not be allowed to enroll in more than 18 postsecondary credits through concurrent enrollment per academic year. These credits will count toward the student's overall non-degree credit limit of 24 credits. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified above. All grades received will remain on the student's permanent college transcript.

Enrollment in the non-degree program does not imply admission to the University. To make a request for formal admission into a degree-seeking program, students must apply through the Office of Undergraduate Admission. If a concurrent enrollment student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the course. The grades earned as a non-degree student will remain on their transcript and will be included in the computation of the cumulative GPA should a non-degree student be accepted into a degree program.

All grades received will remain on the student's permanent college transcript. Accordingly, release of those records is bound by the Family Education Rights and Privacy Act. The University shall require students to sign a release allowing WCU to report the grade and student attendance to the School District. For more information on this Act, see the WCU Family Education Rights and Privacy Act (FERPA) policy.

#### 7. Family Educational Rights and Privacy Act

All Parties shall agree to keep confidential all personally identifiable student information from educational records provided as set forth in the Family Educational Rights and Privacy Act and its implementing regulations, 34 CFR ch. 99 ("FERPA"). In implementing FERPA's requirements, the following shall apply:

- A. All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below.

- B. The School District and University may exchange information on the student.
- C. Information on the student should only be shared within the School District entity by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in this program at the University.
- D. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the University to the School District.
- E. The University may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, if the student is a dependent for tax purposes under the IRS rules.
- F. For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

8. Faculty / Instructors

- a. The University will ensure prior to instruction that all instructors will have first obtained: (i) a criminal background check as described in Section 111 of the Public School Code; (ii) a child abuse background check in accordance with the Child Protective Services Law; (iii) an FBI Criminal History Record; (iv) a current TB Test and proof of medical insurance coverage.
- b. University instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.
- c. In the event a student with an I.E.P. or Section 504 plan, the School District's Director of Pupil Services and the University's Office of Services for Students with Disabilities will coordinate necessary accommodations.
- d. Instructors for each course shall keep attendance records of student attendance and share them with the School District on a weekly basis.

9. Mutual Terms and Conditions

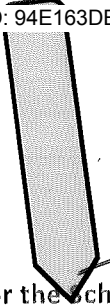
- a. The School District, the University and their respective employees shall comply with all disclosure and re-disclosure requirements for educational records under Family Educational Rights and Privacy Act and its regulations.
- b. School District and University agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

- c. The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa. C.S.A. §§ 8521, et seq.
- d. Either party may terminate this Agreement for any reason with ninety (90) days written notice. Either party may terminate this Agreement in the event of substantial breach. Should the School District or the University terminate this Agreement, all students enrolled under the Agreement at the time of termination, may continue under the terms of this Agreement to complete their registered classes.
- e. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. The relationship between the parties to this Agreement to each other is that of independent contractors. 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.
- h. This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.
- i. Neither of the parties shall assume any liabilities to each other. As to liability to each other for 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 Commonwealth's or University's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- j. Binding Signatures. The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Site to the terms and conditions contained in this Agreement. For the purpose of this Agreement, a copy of the party's

original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

- k. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

**SIGNATURE PAGE TO FOLLOW**



# Board Approved

MAY 24 2023

For the School District:

Penn-Delco School District

Leon Armour  
Authorized Signature

5/24/2023  
Date:

Leon Armour, Board President  
Print Name and Title

Erik Zebley  
Authorized Signature

5/24/2023  
Date:

Erik Zebley, Board Secretary  
Print Name and Title

For West Chester University:

DocuSigned by:  
Dr. Jeffery L. Osgood, Jr.  
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Jeffery L. Osgood, Jr., PhD  
Interim Executive Vice President and Provost

6/6/2023  
Date:

DocuSigned by:  
Mr. Todd E. Murphy  
5332B6551843495...  
Todd E. Murphy  
Vice President for Finance  
and Administration

6/6/2023  
Date:

Approved as to form and legality:

DocuSigned by:  
Joseph Mille  
228D708648FD48B...  
University Legal Counsel

6/6/2023  
Date: