

Concurrent Enrollment Agreement

This Agreement is entered into by and between Unionville-Chadds Ford School District (hereinafter referred to as the "School District") and West Chester University (hereinafter referred to as the "University"). This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions in accordance with Article XVI, Sec. 1601-B of the Public School Code (hereinafter "Program").

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

1. Term

The term of this agreement shall be from August 1, 2016 - May 30, 2017 and is renewable by mutual consent for up to four additional one year terms.

2. Student eligibility

Students who meet all of the following criteria are qualified to participate in the program:

- a. The student is a 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. The student must have achieved proficiency on the Algebra 1, Biology, and Literature Keystone Exams.
- d. 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 student also must maintain a minimum grade of "C" in each dual enrollment course in which the student is enrolled

3. Courses offered

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

- a. The courses are non-remedial.
- b. The courses are in a core academic subject as defined by the No Child Left Behind Act of 2001. Core subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history and geography.
- c. The courses, as offered to dual enrollment students, are identical to those offered when dual 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 dual enrollment students are not enrolled.

The courses shall be offered in accordance with the terms of this Agreement and Article XVI of the Public School Code. A letter will be mailed from the 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 District.

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 graduation requirement 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.

The University course list will be finalized 90 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: West Chester University Graduate Center
- d. Instructors: TBD
- e. College credits: 3 per semester
- f. Secondary credits/graduation requirement equivalent: Determined by district
- g. Number of dual enrollment students to be enrolled in this course: Range = 10-35
- h. Students enrolled in this course are responsible for their own transportation.
- i. Course schedule will align with the University's academic calendar; including University breaks, Spring Break, Fall Break, Winter Break and University-observed holidays.
- j. Any requests for changes to the Course schedule should be requested prior to the start of the Spring semester for changes to the Fall schedule and prior to the start of the Fall semester for changes to Spring.

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 \$600 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. Dual 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 as of 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.

6. Student Credit

Students will not be allowed to enroll in more than 24 postsecondary credits through dual

enrollment per academic year. In order to successfully complete a course listed in 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.

The University will award postsecondary credit to students who successfully complete courses identified above in this Agreement. The University will transcript this credit in a manner similar to other students who take a course at this institution. If a dual 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.

7. Clearances -Faculty / Instructors

The University will insure 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.

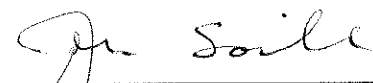
School District and University agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

8. 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 Risk and Insurance 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.
9. The University or the School District may terminate this Agreement for any reason with ninety (90) days' notice. Either party may terminate this Agreement prior to the completion of an academic semester; all students enrolled at the time may continue until it would have been concluded absent the termination.
10. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
11. This Agreement shall only be modified in "Writing with the same formality as the original Agreement.
12. 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.
13. 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 Commonwealth's rights, 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 the Commonwealth or of the State System of Higher Education or the University.

14. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or "Written understandings or promises exist in regard to this relationship.

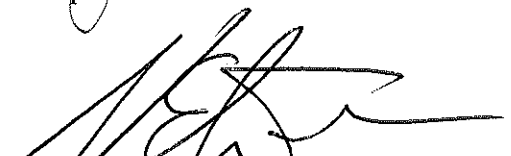
For the School District:



Superintendent

4.25.16

Date:




President, Board of School Directors

4/25/16

Date:

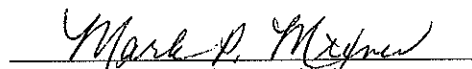
For the University:



Provost and VPAA

5/20/16

Date:




VP Administration and Finance

5/20/2016

Date:

Reviewed as to form and legality:



Legal Counsel

5/25/16

Date: