

FIRST AMENDMENT TO THE CONCURRENT ENROLLMENT AGREEMENT
BETWEEN WEST CHESTER AREA SCHOOL DISTRICT
AND WEST CHESTER UNIVERSITY OF PENNSYLVANIA

THIS FIRST AMENDMENT TO CONCURRENT ENROLLMENT AGREEMENT (hereinafter referred to as this “First Amendment”) is made and entered into as of this 27th day of April, 2020 (“Effective Date”), by and between West Chester University of Pennsylvania (hereinafter referred to as “University”), and West Chester Area School District (hereinafter referred to as “School District”).

BACKGROUND

WHEREAS, University and School District are parties to the Concurrent Enrollment Agreement, executed on June 4, 2018, whereby students from the School District were permitted to participate in concurrent enrollment at the University (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties desire to amend, confirm, and clarify certain terms and conditions contained in the Affiliation Agreement.

WHEREAS, the parties desire to include new and additional terms to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this First Amendment, the parties hereby agree as follows:

- I. First Amendment of Affiliation Agreement; Defined Terms:
 - a. This First Amendment amends the Agreement, and the provisions hereof supersede all inconsistent provisions contained in the Agreement. However, all of the terms and conditions of the Agreement not amended or altered hereby shall remain in full force and effect.
 - b. This First Amendment shall be effective as of April 27, 2020.
- II. Section 3, paragraph e. shall be deleted in its entirety and replaced to modify credits earned as follows:
 - e. 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. The determination of courses to be offered is at the discretion of the University in consultation with the School District.

III. Section 3, paragraph f. shall be deleted in its entirety and replaced to specify the courses offered under this agreement as follows:

f. The University will provide the School District with a written list of courses to be offered under the terms of this Agreement. The course list will be provided to the School District no later than 30 days prior to the start of each semester. Only these courses designated by the University and provided in written communication from the University to the School District shall be offered under the terms of this Agreement.

IV. Section 4, paragraph b. shall be deleted in its entirety and replaced to include all West Chester University campuses and remote delivery as follows:

“b. Location: West Chester University Campuses, including classes provided by remote delivery”

V. Section 4, paragraph d. shall be deleted in its entirety and replaced to include classes of varying credit amounts. It shall read as follows:

“d. College credits: Determined by course”

VI. Section 5, of the Agreement reads as follows:

a. “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. 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.

b. This paragraph shall be amended as follows:

“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.”

c. Section 8, paragraph k. shall be added to the Agreement as follows:

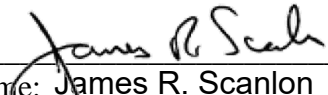
“k. For the purpose of this Agreement, a copy of the party’s original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.”

d. Survival. All other terms and conditions contained in the Agreement not otherwise amended hereby will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment as of the date first written above.

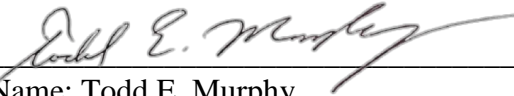
SIGNATURE PAGE FOLLOWS

West Chester Area School District:

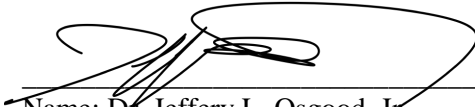


Name: James R. Scanlon
Title: Superintendent of Schools

West Chester University of Pennsylvania:

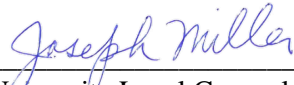


Name: Todd E. Murphy
Title: Vice President for Finance and Administration



Name: Dr. Jeffery L. Osgood, Jr.
Title: Deputy Provost

Approved as to form and legality:

	5/21/20
_____ University Legal Counsel	_____ Date