

Concurrent Enrollment Agreement

This Agreement is entered into by and between Commonwealth Charter Academy (hereinafter referred to as "CCA") 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 (hereinafter "Concurrent Enrollment Program") and the Teacher Education Pipeline Program (herein after "PRIZE Program") offered by these two institutions in accordance with Article XVI-B of the Public School Code, with both programs together hereinafter referred to as "Program."

The University's Concurrent Enrollment Program is the same as its dual enrollment program. Its purpose is to provide qualified high school students with access to certain credit-bearing University courses at a discounted tuition rate.

The University's PRIZE program's purpose is to provide a pathway to the University's teacher education programs for qualified high school students. The program includes early exposure to teaching as a profession, dual enrollment opportunities, and guaranteed admission to one of the University's education programs if all required conditions are met.

The University and CCA do hereby agree to the following:

I. Student Eligibility.

A. CCA shall ensure that students meet all of the following criteria for both Programs:

- i. The student is a high school junior or senior.
- ii. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by CCA. CCA will determine satisfactory progress based on credits earned.
- iii. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.
- iv. Students must meet all University non-degree admissions and eligibility requirements, including an overall minimum GPA of 2.8.
- v. Students must obtain written permission from student's parent(s) or legal guardian(s) to participate.
- vi. The student must not be engaged in the academic escalation or Multi-tiered System of Support (MTSS warning and intervention) process and must be making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by CCA.
- vii. Students must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment. CCA requires newly enrolling learners to acclimate to CCA platforms before adding partnership

courses/programs/platforms to their schedules.

- viii. Students will be required to apply online to the University's non-degree program.
- ix. If the student does not meet the requirements above, the request to participate will be reviewed on a case-by-case basis, considering actual GPA, student readiness for college-level work, and other relevant factors as determined by the University in collaboration with CCA. Criteria above may be waived upon agreement between the University and CCA.

B. Specific to the PRIZE Program only and in addition to Student Program Eligibility:

- i. The student is interested in preparing to enter the teaching profession and is active in CCA's Early Exposure Education Pathway Program.
- ii. The PRIZE student must maintain a minimum grade of "C" in the Prize Program course.
- iii. For all participating students, CCA shall notify the University if a student does not maintain a grade point average of 2.8 and the request to participate will be reviewed on a case-by-case basis, considering actual GPA, student readiness for college-level work, and other relevant factors as determined by the University in collaboration with CCA. Criteria above may be waived upon agreement between the University and CCA.

II. Student Exposure.

A. Applicable to both Programs:

- i. CCA will provide informational materials to learners to inform them of all opportunities in dual/concurrent enrollment with the University, in conjunction with all dual enrollment efforts with all other CCA partners.

B. Specific to the PRIZE Program:

- i. CCA will develop an Early Exposure Education Pathway Program that provides early exposure to teaching as a profession for its students.
- ii. The University will develop optional exposure and engagement pathways for CCA students during their junior and/or senior years of high school, including PRIZE Program courses, education career awareness events, a summer experience at the University, and an outline of the requirements for guaranteed admissions into an education degree program at the University.
 - 1. Education Career Awareness Events: The University will provide virtual and/or events related to majoring in Education. Possible events include Education Day at the University with peer panels.
 - 2. The University will provide a one-week, on-campus summer

experience at the University for rising seniors who are enrolled in EDT 349.

III. Courses Offered.

A. The following criteria apply to all courses offered by both Programs:

- i. The courses are non-remedial.
- ii. The courses, as offered to Program students, are identical to those offered when Program are not enrolled, including the use of an identical curriculum, assessments, and instructional materials.
- iii. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when Program students are not enrolled.
- iv. 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 or emailed from CCA 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 CCA.
- v. The University courses are open to a limited number of students who meet the selection requirements. Students who successfully complete the course satisfy CCA's criteria for credit toward applicable graduation requirements as well as earn University credit. The determination of the courses to be offered is at the discretion of the University in consultation with CCA.
- vi. The University course list will be finalized 30 days prior to the start of the semester and the courses offered will be shared with CCA electronically.

B. Specific to the Concurrent Enrollment Program:

- i. The course must be offered in a core academic subject as defined by the No Child Left Behind Act of 2001.

C. Specific to the Prize Program:

- i. Students may select one (1) of the following courses each semester, based on the preparation program of interest: SED 100 (3 credits), EDA 103 (3 credits), EGP 209 (3 credits), EDT 349 (1 credit), HPE 186 (3 credits), MUE 220 (3 credits), and MAT 101 (3 credits). Other University courses may be considered by the parties with the College of Education and Social Work's Dean's approval. Some classes may require an interview with the professor prior to admission.

IV. Program Details.

A. Applicable to both Programs:

- i. Program and courses will be governed by the academic policies of the University.
- ii. Delivery method/location: Courses may be offered synchronously online, asynchronously online, in a blended format, or in-person at the University's campuses. Courses may be offered only to Program students and/or blended enrollment with the University's degree-seeking students.
- iii. Instructors: TBD.
- iv. Secondary credits/graduation requirement equivalent: Determined by CCA.
- v. Students are responsible for their own transportation and technology.
- vi. 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.
- vii. All non-degree students must comply with University policies, including academic guidelines, requirements for attendance, course withdrawal procedures, and class and the University's Student Code of Conduct. All students are required to remain in Good Academic Standing while at West Chester University.
- viii. It is the responsibility of the student to activate their RamPortal 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.** CCA shall clearly communicate all of section IV provisions to each concurrently enrolled student.

B. Specific to the Concurrent Enrollment Program:

- i. College credits: Determined by course.
- ii. Enrollment: A typical Concurrent Enrollment course that is only offered to Concurrent Enrollment students enrolls 15-35 concurrent enrollment students. However, at the discretion of the University, the course may be offered when enrollment is fewer than 15 concurrent enrollment students.

C. Specific to the PRIZE Program:

- i. College credits: A student may take 1-3 credits per semester and up to seven (7) credits during the course of the Prize Program (teacher education program dependent).
- ii. Number of PRIZE Program students to be enrolled in these courses: 1-5 students per course, as space allows and at the discretion of the University. PRIZE Program students will be integrated into courses with matriculating University students during the fall and spring semesters. Summer coursework may or may not include matriculating University students.
- iii. Requirements for Guaranteed Admissions into a Teacher Education degree program at the University are as follows:
 1. Completion of CCA's Early Exposure Education Pathway Program or with the College of Education and Social Work Dean's approval.
 2. Successful completion of at least one (1) education PRIZE Program course with a minimum grade of "C" in each education PRIZE Program course.

3. Complete the Summer Experience at the University if offered before admissions year.
4. Attend at least one Education Career Awareness Event offered by the University, which can include informational sessions with CCA.
5. Have a minimum 3.0 high school GPA when applying for admission.
6. Graduate from CCA with at least a 3.0 high school GPA. Students who graduate from CCA with less than a 3.0 high school GPA will be reviewed on a case-by-case basis by the University.
7. Students must complete the University admissions process for first-year students, including submission of all official high school transcripts.
8. The admissions application fee will be reimbursed if the student matriculates at the University.
9. Housing will be guaranteed for the first year provided that the students submit the housing application and required deposit by the May 1 deadline.
10. Students will be provided with information and advice to assist with financial aid processes and available resources to include scholarships.

V. Enrollment and Cost.

A. Applicable to both Programs:

- i. CCA 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. CCA will ensure that students complete the enrollment form, which is available on the website of the University Registrar.
- ii. Cost and minimum enrollment will be reviewed at the time of the annual renewal of the agreement to consider any necessary changes. The cost per student shall only be modified in writing with the same formality as the original Agreement. Program students are exempt from the University application fee. Students must meet the admission criteria established by the University.
- iii. Non-degree students are not eligible to receive Financial Aid.
- iv. The University shall invoice CCA after the finalization of enrollment and student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
- v. CCA will pay the University the fees and costs set forth in the Addendum to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary

for the student's enrollment and participation in the course) will be included in invoicing from the University to CCA. CCA learners and families will not receive a bill, invoice, or request for payment. CCA payments to the University are non-refundable. No additional costs will be charged unless agreed to in writing by both parties.

- vi. The University will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at the University. Should the University determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, the University will contact CCA prior to seeking payment or proceeding with the student's enrollment.
- vii. CCA will ensure that students complete the enrollment form, which is available on the website of the University's Registrar.

VI. Student Credit.

A. Applicable to both Programs:

- i. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". CCA 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.
- ii. 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 Program 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.
- iii. 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. In order to participate in either Program under this Agreement, each student shall sign a release allowing WCU to report the grade and student attendance to CCA. For more information on this Act, see the WCU Family Education Rights and Privacy Act (FERPA)

policy.

B. Specific to the Concurrent Enrollment Program:

- i. Undergraduate non-degree students have an overall non-degree career credit limit of 24 credits. Of those 24 credits, no more than 18 credits may be earned during a Fall or Spring semester, and no more than 7 credits may be earned during a Summer or Winter term.

C. Specific to the Prize Program:

- i. As stated in Section IV, a student may take 1-3 credits per semester and up to seven (7) credits over the course of the Prize Program.

VII. Faculty/Instructors.

A. Applicable to both Programs:

- i. 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 (v) proof of medical insurance coverage.
- ii. University instructors shall not be considered or treated as employees or independent contractors of CCA by virtue of their involvement with the Program.
- iii. In the event that a student with an I.E.P. or Section 504 plan participates in Program courses, CCA staff and the University's Office of Educational Accessibility will coordinate necessary accommodations.
 1. In order to access the University's services, students who have a documented disability will need to have their documents (IEP, 504 plan, medical documentation) submitted to the University and complete accommodation request protocols.
 2. If interested in receiving services, the student is responsible for initiating accessibility services.
- iv. Instructors for each course shall keep attendance records of student attendance and share them with CCA on a weekly basis.

VIII. Mutual Terms and Conditions.

- A. 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 renew automatically for additional one-

year terms, up to a maximum total term of five years, unless terminated in accordance with the terms contained herein.

- B. CCA, 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.
- C. 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:
 - i. All data shared with CCA is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below.
 - ii. CCA and University may exchange information on the student.
 - iii. Information on the student should only be shared within CCA 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.
 - iv. 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 CCA.
 - v. 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.
 - vi. For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.
 - vii. The University further agrees to keep confidential any proprietary information shared with it by CCA. In order for the University to identify CCA's confidential and proprietary information, CCA shall clearly mark and identify all confidential and proprietary information before that information is shared with the University. CCA's identified confidential and proprietary information shall be determined by CCA in accordance with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. definition of proprietary and confidential information. CCA understands that the University is subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. CCA agrees that it will, when requested by the University, cooperate with the University in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate CCA to create any record other than the written report.

- D. CCA 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.
- E. CCA 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.
- F. Either party may terminate this Agreement for any reason with ninety (90) days written notice. Either party may immediately terminate this Agreement in the event of substantial breach. Should CCA 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.
- G. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- H. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- I. 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.
- J. This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
- K. 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.
- L. Binding Signatures. The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and CCA 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.

- M. 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

For Commonwealth Charter Academy:

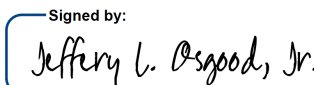


Thomas D. Longenecker, President & CEO

2/12/2025

Date


For West Chester University:

Signed by:


BF394C3BEB414E7...
Jeffery L. Osgood, Jr., PhD
Executive Vice President and Provost Interim

3/4/2025

Date

DocuSigned by:


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Todd E. Murphy
Vice President for Finance
and Administration

3/5/2025

Date

Approved as to form and legality:

DocuSigned by:


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University Legal Counsel

3/6/2025

Date

ADDENDUM

The purpose of this addendum is to list current courses offered by each Program and to specify the cost of each Program. The parties agree to review the addendum on an annual basis. Any changes will be agreed to in writing by both parties.

I. COURSES

A. Concurrent Enrollment Program:

Fall 2024

In-person at the WCU Graduate Center:

ANT 102. Introduction to Cultural Anthropology. 3 credits.

Asynchronous online:

HIS 100. Contemporary Global History. 3 credits.

LAN 150. Lovely Accents: The World's Vocal Tapestry. 3 credits.

LIT 101. Contemporary Issues Through Literature. 3 credits.

PHI 100. Creating Meaning. 3 credits.

Spring 2025

In-person at the WCU Graduate Center:

SOC 100. Introduction to Sociology. 3 credits.

WRT 120. Effective Writing. 3 credits.

Synchronous online:

NTD 200. Nutrition and Culture. 3 credits.

Asynchronous online:

HIS 100. Contemporary Global History. 3 credits.

LAN 150. Lovely Accents: The World's Vocal Tapestry. 3 credits.

LIT 101. Contemporary Issues Through Literature. 3 credits.

PHI 100. Creating Meaning. 3 credits.

B. PRIZE Program

Students may select one (1) of the following courses each semester, based on the preparation program of interest. Other University courses may be considered by the parties with the College of Education and Social Work's Dean's approval. Some classes may require an interview with the professor prior to admission.

SED 100. An Exploration of Secondary Education. 3 credits.

For Prospective Candidates (hereafter "PCs") interested in Secondary

Education.

Typically offered in Fall & Spring.

EDA 103. Foundations of Special Education. 3 credits.

For PCs interested in Education, not HPE.

Typically offered in Fall, Spring, & Summer.

EGP 209. Child Development: Prebirth - 5 Years. 3 credits.

For PCs interested in Early Grades Education.

Typically offered in Fall & Spring.

EDT 349. Technology Tools to Transform Teaching and Learning. 1 credit.

For PCs interested in Education.

Typically offered in Fall & Spring.

HPE 186. Motor Development and Motor Learning. 3 credits.

For PCs interested in Health and Physical Education.

Typically offered in Fall.

MUE 220. Music for Diverse Learners. 3 credits.

For PCs interested in Music Education.

Typically offered in Fall & Spring (successful audition required).

MAT 101. Mathematics for Teachers I. 3 credits.

For PCs interested in Early and Middle Grades Education.

Typically offered in Fall & Spring.

II. TUITION & COSTS

A. Concurrent Enrollment Program:

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.**

B. PRIZE Program:

The PRIZE Program is offered under the terms of the PA State System of Higher Education 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 course (regardless of the course credit)** and the minimum enrollment required to run a course is fifteen (15) students (including University matriculating students).